

RESOLUTION NO. 12- 177

BE IT RESOLVED by the City Council of the City of Decatur, Alabama that the attached Limited Use Lease and Alcohol Service Agreement with Pavilion Beverage Service, LLC is hereby approved and the Mayor is authorized on behalf of the City to execute this Lease and Agreement.

ADOPTED this 18th day of June 2012

term. Lessor covenants to keep Lessee in quiet possession of the premises during said term, provided Lessee shall comply with all the stipulations of this lease.

1. **Rent:** Lessee agrees to pay Lessor, in consideration of the privilege of being the exclusive supplier of beverage service to Ingalls Pavilion and the related use of the Pavilion, a sum equal to fifteen (15) percent of all gross receipts (exclusive of labor, tax, and gratuity) above Sixty Thousand Dollars (\$60,000) received by the Lessee from its operation of the beverage service at Ingalls Pavilion (802A Wilson Street N.E.) during the initial term of the lease ending July 15, 2013. The Lessor and the Lessee acknowledge that if mutually acceptable terms are negotiated and approved, the Lease may be extended for an additional year or additional two years. Both the Lessor and Lessee reserve the right not to negotiate an extension of the Lease. The Lessee proposes as a starting point for negotiation that the compensation paid by the Lessee to Lessor in each of those respective years be a sum equal to twenty (20) percent of all gross receipts (exclusive of labor, tax, and gratuity) above Forty-Eight Thousand Dollars (\$48,000) received by the Lessee from its operation of the beverage service at Ingalls Pavilion (802A Wilson Street N.E.) during that particular year. Labor is defined as the hourly rate contained in the Lessee's bid proposal (Exhibit B to this proposal), and as subsequently amended. The Lessee will provide to the Lessor's Finance Department a monthly accounting of all gross receipts along with the labor, tax and gratuity amounts for each month on or before the twentieth day of the subsequent month. Once the Lessee owes monies to the Lessor under the provisions of this paragraph, the Lessee will pay such sum along with the monthly accounting to the Lessor's Finance Department on or before the twentieth day of the subsequent month.
2. **Use of Premises:** The Leased Premises during the Term of this lease shall be used and occupied solely for the purpose stated in the preamble and Lessee shall not use or permit the same to be used for any other purpose or purposes without the prior consent of Lessor. Lessee at all times shall fully and promptly comply with all laws, ordinances, orders, and regulations of any lawful authority having jurisdiction of said Premises and the activities thereon, including but not limited to Alcoholic Beverage Control Regulations and such other requirements as shall relate to health, cleanliness and safety. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said Building and said Premises at all times, and will not by any act or omission render the Lessor liable for any violation thereof.
3. **Inspection of Premises:** Lessee has examined the Leased Premises and acknowledges that such are adequate for its purpose, with the understanding that certain equipment for start-up of the beverage service will be acquired by Lessee at its expense and stored on the premises. Lessee based on previous experience is making its own independent determination of what equipment will need to be acquired.
4. **Maintenance and Repairs:** Lessee, at its sole cost and expense, shall promptly repair and at all times maintain in good condition any required equipment, furniture or machinery added or used by Lessee in its service operation at Ingalls Pavilion. Lessee acknowledges that it is important to both the Lessor and Lessee that the image projected by the operation of the beverage service remains first class.

5. ***Installation of Equipment and Fixtures; Alterations to Building.*** Lessee shall not permanently install or store in or about said Leased Premises any equipment, furniture, or furnishings or make any structural changes or alterations in or to any part of the Leased Premises except upon the prior written consent of Lessor. All furnishings, fixtures and equipment used in said Leased Premises supplied and installed at the sole cost and expense of Lessee shall at all times be and remain the property of the Lessee and the Lessee shall have the right to remove the same from said Premises at any time during the term hereof, provided Lessee shall not be in default hereunder and provided further that Lessee, at its sole cost and expense, shall repair or reimburse Lessor for the cost of repairing any and all damage to said Premises resulting from the removal of such furnishings, fixtures, and equipment.
6. ***Care of Leased Premises.*** Lessee shall not during its limited use of the premises permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about the Leased Premises which shall cause or be likely to cause injury or damage to any person or to the Leased Premises. Lessee at all times during its limited use shall keep the Leased Premises in a neat and orderly condition. Lessee shall not use or permit the use of any portion of the Leased Premises as sleeping or living quarters or as lodging rooms, or except on a temporary basis keep or harbor therein any live animals, fish, or birds or use the same for any illegal purpose. Lessee shall not permit, allow or cause the sinks toilets or urinals in the Premises or Building to be used for any purpose except that for which they were designed and installed, and the expense of repairing any breakage or damage or removal of any stoppage resulting from a contrary use thereof shall be paid by Lessee. Lessee shall store all trash, rubbish and garbage within said Premises or a designated receptacle, and shall provide for the prompt and regular removal thereof for disposal. Lessee shall not burn or otherwise illegally dispose of any trash, waste, rubbish or garbage in or about the Premises. Lessee agrees to take good care of the leased premises; and upon termination of this lease, to surrender possession of same without notice, in as good condition as at the commencement of the term or as they may be put in during the term, reasonable wear and tear excepted.
7. ***Damages or Loss of Property.*** Lessor shall not be liable for any loss of any property of Lessee from the Leased Premises or for any damage to any property of Lessee however occurring except only such damages in the latter instance as may result directly from the failure of Lessor to perform an act required of it under the terms of this agreement.
8. ***Entry of Leased Premises by Lessor.*** Lessor, its agents and representatives, at all reasonable time may enter said premises for the purpose of (1) inspection thereof, (2) making repairs, replacements, alterations, or additions to the Leased Premises, and (3) exhibiting the Leased Premises to prospective Lessees, or other persons.
9. ***Payment of Utilities and Services.*** Lessor shall pay the cost of all water, gas, electrical power and fuel consumed in or at the Leased Premises. However, if there are special circumstances that will involve an extraordinary use of utilities to provide the beverage service for a particular event, Lessee shall receive prior approval for such additional utility usage from Lessor.
10. ***Fire and Casualty.*** If the Leased Premises shall be made unusable by fire or other casualty, Lessor, if it so elects, may (a) terminate the term of this lease, effective as of the date of such fire or casualty, by written notice given to Lessee within thirty (30) days after such date, or

(b) repair, restore, or rehabilitate the Leased Premises at Lessor's expense within twelve (12) months after the date of such fire or casualty.

11. **Insurance.** Lessee, during the term hereof, at its own sole cost and expense, shall keep all furniture, fixtures and equipment, supplied by Lessee, insured to the extent of its full insurable value thereof against loss or damage by fire or casualty, with extended coverage. Lessee shall at all times maintain Workers' Compensation Coverage to the extent required by Law.
12. **Alterations to Leased Premises.** Lessee may make minor alterations to the interior of the Leased Premises so that the same shall conform to the uses of said center, provided such alterations shall be made at the expense of Lessee with the prior approval of Lessor.
13. **Liability Insurance.** Lessee shall also maintain in force and effect during the term of this lease and any extensions thereof, a general policy of liability insurance covering the Leased Premises and naming Lessor and Lessee as insureds in an amount not less than one million dollars (\$1,000,000.00).
14. **Assignment or Subletting.** Lessee shall not assign or in any manner transfer this lease or any estate, interest or benefit therein without the written consent of Lessor.
15. **Default.** The happening of any one or more of the following listed events (hereafter referred to singly as "Event of Default" and plurally as "Events of Default") shall constitute a breach of this lease agreement on the part of Lessee namely:
 - a. The filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt, or the adjudication in bankruptcy of Lessee under any bankruptcy law or act.
 - b. The failure of Lessee to regularly, diligently and actively operate the business for which the premises were leased.
 - c. The failure of Lessee to pay any rent payable under this lease agreement and the continued failure to pay the same for ten (10) days or more after the maturity of same.
 - d. The failure of Lessee to fully and promptly perform any act required of it in the performance of this lease or to otherwise comply with any term or provision thereof.

 - e. The appointment by any Court or under any law of a Receiver, Trustee, or other Custodian of the property, assets or business of Lessee.
 - f. The assignment by Lessee of all or any part of its property or assets for the benefit of creditors.

- g. The levy of execution attachment or other taking of property, assets or the leasehold interest of Lessee by process of law or otherwise in satisfaction of any judgment, debt or claim.

Upon the happening of any Event of Default, Lessor, if it shall elect, may (1) collect each installment of rent hereunder as and when the same matures, or (2) terminate the term of this lease agreement without further liability to Lessee hereunder. Upon any termination of the term hereof, whether by lapse of time or otherwise, Lessee shall promptly surrender possession and vacate the Premises and deliver possession thereof to Lessor.

Lessee agrees to pay a reasonable attorney's fee and all costs if it becomes necessary for Lessor to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this lease, or to obtain possession of the leased premises or otherwise to exercise any option or enforce any right given to Lessor upon default by Lessee of any term, condition, stipulation or obligation of the lease; and Lessee expressly waives all exemptions secured to Lessee under the laws of the State of Alabama or any State in the United States as against the collection of any debt herein or hereby incurred or secured.

16. **Identity of Interest.** The execution of this lease or the performance of any act pursuant to the provisions thereof shall not be deemed or construed to have the effect of creating between Lessor and Lessee the relationship of principal or agent or of partnership or of joint venture and the relationship between them shall be that only of Lessor and Lessee.
17. **Waiver.** The failure of the Lessor to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.
18. **Indemnity.** Lessee will indemnify and save harmless the Lessor of and from all fines, suits, claim, demands and action of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Lessee. Lessee will indemnify, protect and save harmless the Lessor from any loss, cost, damage, or expense caused by injuries to persons or property, while in, on, or about said premises herein leased as a result of the Lessee's operation of the beverage services, and any loss or damage of any and all property of Lessee which may be located or stored in the Leased Premises shall be at the sole risk of Lessee.

Lessor will insure and protect the Lessee from all fines, suits, claim, demands and action of any kind or nature, arising by reason of any breach, violation or non-performance of any condition hereof on the part of Lessor. Lessor will further insure and protect the Lessee from any loss, cost, damage, or expense caused by injuries to persons or property, while in, on, or about the Leased Premises arising by reason of any breach, violation or non-performance of any condition hereof on the part of Lessor.

19. **Covenants etc., Binding on Heirs, Executors, etc.** The covenants, conditions, and agreements contained in this lease shall bind and inure to the benefit of Lessor and Lessee

and their respective successors and assigns.

20. **Notice:** In the event notice is required to be given to either party hereunder the same shall be given by hand delivery or by mailing through the United States Postal Service at the following addresses:

Lessor:

Mayor's Office
City Of Decatur, Alabama
PO Box 488
Decatur 35602

Lessee:

Jimmy Sykes
Pavilion Beverage Service, LLC
726 Bank Street N.E.
Decatur, Alabama 35601

21. **No Oral Agreements Binding.** This lease contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained inclusive of any incorporated exhibits.
22. **Cancellation.** Either the Lessor or the Lessee can cancel this lease and agreement at any time by giving the other party one hundred twenty (120) days prior written notice.
23. **Use of Patio Area.** The Lessor will provide stanchions and signage to establish and regulate the area and boundaries on the Patio Area that can be used to consume alcoholic beverages. The Lessee will ensure and require strict compliance with ABC Regulations and City guidelines relating to the usage of the Patio Area for the consumption of alcoholic beverages.
24. **Use of Off Duty City Police Officers.** Lessee acknowledges and understands that City of Decatur Police Officers pursuant to city policy are unavailable to work off duty at events at the Ingalls Pavilion involving the dispensing of alcoholic beverages.
25. **Exhibits incorporated by Reference.** The Invitation to Bid to provide beverage service at Ingalls Pavilion is attached as Exhibit A, and incorporated and made a part of this Lease and Agreement. The relevant portions of the Lessee's Response to that Invitation to Bid is attached as Exhibit B and incorporated and made a part of this Lease and Agreement. If there is a conflict in the provisions of either Exhibit A or Exhibit B and the provisions of this Lease and Agreement, then the provisions of this Lease and Agreement govern as to the conflicting provisions.
26. **Employees.** Lessee agrees to diligently hire personnel that are at all times first class in their

conduct and dress. Lessee acknowledges that it is vital to the operation of the Pavilion for each event to be conducted in a manner that the patron has a positive experience. Lessee acknowledges that it is responsible to provide the personnel necessary to enhance the patron's experience at the Ingalls Pavilion.

27. **Savings Clause.** In the event any one or more of the provisions contained in this Lease and Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Lease and Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, Lessor and Lessee have caused their corporate names to be signed hereunto in the case of Lessor by its Mayor and in the case of Lessee by its Sole Member on this, the ___ day of _____, 2012.

LESSOR
CITY OF DECATUR, ALABAMA

Attest by: _____
City Clerk

By: _____
Mayor

LESSEE
Pavilion Beverage Service, LLC

Witness: _____

By: _____
Its Sole Member



EXHIBIT A

Purchasing Department

Date Issued: April 10, 2012

Invitation To Bid No.: 12-006

The City of Decatur will accept sealed bids for the following material, equipment or services for the Parks & Recreation Department.

Description: Alcohol Service at Ingalls Pavilion

Bids must be received before 2:00 PM, May 8, 2012.

Return sealed bid to:

Regular Mail
City of Decatur
Purchasing Department
P.O. Box 488
Decatur, AL 35602

Courier
City of Decatur
Purchasing Department
Third Floor
402 Lee St., NE
Decatur, AL 35601

I/We agree to furnish at the prices shown and guarantee that each item offered will meet or exceed all specifications, terms and conditions, and requirements listed. I herein affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding or otherwise. I have read and understand all terms and conditions of this bid.

Company Name

Authorized Signature

Mailing Address

Typed/Printed Authorized Name

City, State, Zip

Title

Contractors License No. (if required)

Telephone Fax

PRICE SHEET

Opening Date: May 8, 2012

Invitation to Bid No.: 12-006

Opening Time: 2:00 PM

See Attached.

Prices quoted above in all bids for personal property shall be total delivered price.

- The bid bond IS NOT required for this IFB.
- Delivery can be made _____ days or _____ weeks after receipt of order.
- Terms: _____ (Discounts offered in payment terms will be considered in the bid evaluation)
- Prices valid for acceptance within _____ days (not to be less than 30 days)
- Contracts for services are let for a period of one year and may be renewed for up to two additional years, provided the terms of the contract do not materially change.
- Contractor expressly asserts that all employees providing direct services in support of this bid are legally entitled to work in the USA.

NOTE: FOR THIS BID TO BE CONSIDERED RESPONSIVE, ALL INFORMATION REQUESTED SHOULD BE SUPPLIED, AS APPROPRIATE OR THE ENTIRE BID MAY BE DISQUALIFIED. BID RESPONSE MUST BE IN INK OR TYPED WITH THE ORIGINAL SIGNATURE INCLUDED.

Bidder Signature

Company

STANDARD TERMS AND CONDITIONS

IN ORDER TO SUBMIT A RESPONSIVE BID, IT IS VERY IMPORTANT THAT ALL TERMS AND CONDITIONS, SPECIFICATIONS AND INSTRUCTIONS ARE READ THOROUGHLY.

Bid response envelopes shall be properly identified on the front with the invitation to bid number. Each individual invitation to bid shall be submitted in a separate sealed envelope. Multiple bid responses submitted in the same envelope/courier package (that are not in separate envelopes properly identified) shall be rejected. The Purchasing Department assumes no responsibility for late bid responses that occur due to the U.S. Postal Service or private courier service.

Bid responses submitted without signature will be rejected.

For a "no-bid" response, return the signature page signed (or reply to e-mail) marked "no bid". Repeated Non-response will result in removal from active bidders list.

The attached specifications are being provided to potential bidders as guidelines that describe the type and quality of equipment, supply, and/or service the City of Decatur is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration. Failure to comply with this provision could be cause for rejection of the bid.

Descriptive Literature: Reference to brand names and numbers is not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality indicated will be considered, providing the bid clearly describes the item offered and indicates how it differs from the referenced brands. Descriptive literature on any supplemental information necessary for comparison purposes shall be submitted with the bid or the Purchasing Agent may reject the bid for that item. Reference to literature submitted with a previous bid, or on file with the Purchasing Department will not satisfy this requirement.

Bid responses must be received in the office of the Purchasing Department not later than the date and time specified.

The Purchasing Department cannot accept fax or e-mail transmissions of bids.

Changes or modifications of this Invitation to Bid are allowed only by written authority of the Purchasing Agent.

Non Appropriation of Funds: Continuation of any agreement between the City of Decatur and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the City as a result. The City will not incur liability beyond the payment of accrued agreement payment.

The City of Decatur reserves the right to modify all or any portion of this Invitation to Bid when the best interest of the City is involved.

The City of Decatur is exempt from all Federal, sales and use taxes.

When required, bidders shall furnish a bid bond of 5% of the total bid on any bid of \$10,000 or more. The Bid Bond may be in the form of either a Cashiers Check or a Surety Bond. The bid bond may be set aside on bids for sale of certain standard manufactured products that are readily available from multiple sources.

All bidders shall maintain such insurance as will protect bidder and the City of Decatur from claims under Workman's Compensation Acts and from claims for damage and or personal injury, including death, which may arise from the operation and/or fulfillment of the resulting contract of this Invitation to Bid. Insurance shall be written by companies authorized to do business in Decatur, Alabama. Evidence of insurance shall be furnished to the City of Decatur Purchasing Department with submitted bids when requested.

Any individual, company, or corporation doing business with the City of Decatur must possess and show proof thereof all proper licenses and/or proper certifications required by Federal, state and local statutes and regulations prior to award. Any project valued at \$50,000 or more involving permanent improvement to a structure must comply with Code of Alabama §34-8-8.

All Contractor employees engaged in providing direct service or work done for the city shall be legally entitled to do so and must be verified through "e-Verify" or similar service.

The City of Decatur reserves the right to terminate any contract resulting from this bid for just and reasonable cause whereby it appears to be in the best interest of the City.

The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City of Decatur harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

A BID RESPONSE WILL BE REJECTED IF:

- Bids improperly submitted or identified
- Bid not signed or not original signature
- Requested information, or documentation not submitted with bid
- Failure to acknowledge receipt of addendum with bid

Section 34-8-8

Copy of chapter to be included in plans of owners, architects, and engineers; inclusion of license number on bid.

(a) All owners, architects, and engineers preparing plans and specifications for work to be contracted in Alabama pursuant to this chapter shall include in their invitations to bidders, including but not limited to all public and private advertisements, and their specifications a copy of this chapter or the portions thereof as are deemed necessary to convey to the invited bidder, whether he or she is a resident or nonresident of this state and whether a license has been issued to him or her or not, the information that it will be necessary for him or her to show evidence of license before his or her bid is considered. Any person including an owner, architect, or engineer who violates this section shall be guilty of a Class B misdemeanor and shall for each offense of which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(b) All owners, architects, and engineers receiving bids pursuant to this chapter shall require the person, firm, or corporation to include his or her current license number on the bid. The owner, architect, and engineer shall reject all bids that do not contain the current license number of the general contractor submitting the bid. All persons who violate this subsection shall be guilty of a Class C misdemeanor and shall for each offense for which he or she is convicted be punished, fined, or both, in accordance with Sections 13A-5-7 and 13A-5-12.

(Acts 1935, No. 297, p. 721; Code 1940, T. 46, §79; Acts 1959, No. 571, p. 1429; Acts 1996, No. 96-640, p. 1013, §1.)



Purchasing Department – Jeffrey Fussell C.P.M. Purchasing Agent

City of Decatur Ingalls Pavilion

Request for Alcohol Beverage Provider

Purpose for Proposal

The City of Decatur, Alabama is accepting proposals to enter into an agreement with one exclusive alcoholic beverage provider (Vendor) at the Ingalls Pavilion (Pavilion). Under this agreement, the Vendor shall supply full beverage service at the pavilion for events to include alcoholic and non-alcoholic beverages. Vendor shall supply all required product, staff, and equipment to provide professional and courteous service for various banquets and events requesting alcoholic beverages. Vendor deemed qualified shall be well established in business and financially and logistically prepared to begin service immediately after Council approval.

Any agreement between the City of Decatur and the Vendor shall have no force or effect on Pavilion clients who are free to select any source for non-alcoholic beverages. The selected Vendor shall hold current liquor licenses in the State of Alabama for the type and scope required under the RFP. The selected Vendor shall provide Pavilion customers either open or cash bar options as the client elects.

Vendor will be responsible for providing a menu with a wide variety of options to accommodate small and large groups exceeding 1,200 people which may occur during daytime, evening, weekends, or holidays.

Beverage Provider Requirements and Responsibilities

The successful Vendor shall:

- Provide courteous and professional service.
- Present a distinctive staff appearance to include the use of coordinating apparel (subject to Parks & Recreation Department approval) that clearly identifies staff members as such.
- Supply all beverages, glassware, mixers, ice, garnishes, and equipment necessary for an event.
- Utilize a process that generates auditable reports and receipts for cash bar transactions.
- Follow all procedures and policies set by the Pavilion pertaining to the food/beverage operation of the Pavilion and attend meeting as requested.
- Have and keep in force a policy of general liability insurance of at least one million dollars naming the City of Decatur as additional insured.
- Be fully licensed and be thoroughly knowledgeable of and in compliance with all statutory and regulatory requirements governing the sale and serving of alcoholic beverages established by City, County, and State authorities to include the Alabama Beverage Control Board.
- Be well established, duly licensed, and bonded in the business of catering and event planning with specific experience in alcoholic beverage service and provide evidence in the proposal of having held such licenses for a minimum of 3 years.

A mandatory pre-proposal question and answer meeting will be held on April 26, 2012 at the Ingalls Marina Pavilion located at 802 Wilson St Decatur, AL 35601. A tour of the facilities will take place prior to the question and answer period. Proposals from Vendors not attending will not be considered.



on a CHARMING SCALE

Purchasing Department – Jeffrey Fussell C.P.M. Purchasing Agent

Proposal Requirements

Please prepare responses in the order listed below and include all of the information requested. Incomplete proposals may not be considered. Responses are to include the following:

- General description of beverage service and history of company. Vendor shall identify key member(s) of their staff and who will be responsible for supervising events, their background experience and number of years associated with Vendor.
- Vendor proposal shall include evidence of current licenses, bonds, insurance, and any other documentation required to lawfully operate alcohol service in this facility.
- Vendor pricing information shall be provided with adequate detail for pricing associated with various type and sizes of events. Identify beverage menu options; cost per person and extraneous fees for out-of-scope services not covered by base pricing.
 - Prices quoted shall become part of the contract and made available to potential clients. Vendor shall maintain the prices until modification is requested in writing and approved by the Parks & Recreation Director.
 - Proposal shall include an owner-signed statement certifying that prices charged Ingalls Pavilion client are not more than prices charged to other clients.
- Vendor proposal shall include staffing to be provided based on various event attendance levels.
- Vendor proposal shall include at least three (3) event references that demonstrate a full range of experience to include at least one event having an attendance of 150 or more. Two of these events must have occurred in this past calendar year. Each event synopsis should include: type of event, menu, venue, and attendance. Include any extraordinary elements of the event and responses from customers if possible. In addition, three direct references letters on the Vendor will be required.
- Vendor proposal shall include an offer of consideration to the City for exclusive access to the Ingalls facility shall be expressed as a percentage of all monthly gross sales over a certain threshold stated thusly:
"In consideration of the privilege of exclusive supplier status to Ingalls Pavilion, XXX Company offers the City of Decatur ___% of all gross sales (exclusive of tax and gratuity) over \$____.00 per month."

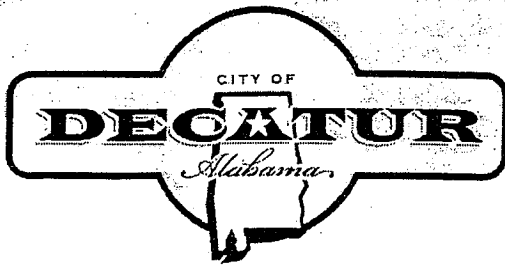
Responses

The Vendor shall supply two (2) copies of the RFP suitable for reproduction to be delivered to:

City of Decatur
Purchasing Department 3rd Floor City Hall
402 Lee St NE
Decatur, AL 35601.

Mailed proposals should be addressed to "PO Box 488 Decatur, AL 35602" instead of the street address.

Vendor should take care to insure delivery by the date and time noted on the cover page of the invitation. The City of Decatur shall not be responsible for and shall have no obligation to consider any proposal lost, misdirected, or delivered late by a common carrier.



on a CHARMING SCALE

Purchasing Department – Jeffrey Fussell C.P.M. Purchasing Agent

Evaluation and Acceptance of Proposal

The City of Decatur intends to enter into a contract with Vendor that best satisfies the needs of the City. In general, proposals will be evaluated on:

- Completeness of proposal
- Qualifications of the Vendor
- Quality and nature of experience as it relates to this specific activity
- Compensation offer to the City of Decatur

The City of Decatur reserves the right to reject any and all proposals and to act in the best interest of the city and its citizens, This RFP does not commit the City to award contract or share in any expenses of preparing these proposals, or travel expenses related to the proposal or interview process.

EXHIBIT B

Sykes Place on Bank/Pavilion Beverage Service, LLC

- Basic Information

The renter is responsible for the cost of the ice, cups, bartenders, and set up/break down fee.

- Beer and wine bartenders \$17.00 hr
- Full bartender \$22.00 hr
- Cashier \$17.00 hr
- On site Manager/server \$22.00 hr
- Set up/break down fee: \$50.00 per two bars

Example: An open or limit bar for a party of four hundred people serving beer and wine only would require two beer and wine bartenders, one manager/server, and one set up/break down fee. A cash bar would require two cashiers in addition to the above.

All employees are covered with workman's compensation insurance.

- Alcohol Pricing

- Domestic Beer ---- \$3.00 per beer all prices include tax
- House Wine ----- \$5.00 per glass
- Mixed drinks----- \$6.00, regular \$8.00, top shelf
- Draft Beer-----\$3.00 per 12 ounce serving based on size of keg. Customer must purchase entire keg based on this price. Exception: cash bar
- Soft drinks---- \$1.00

- Bar Options

1. Cash bar
2. Limit bar: a set limit is determined by the client
3. Open bar: client pays for all alcohol
4. Combination bar

We will work with you and tailor your bar to fit your needs. Because the floors of the Pavilion are concrete, we suggest that we serve drinks in cans or in plastic cups as a safety precaution.

The size and type of party will determine if security is needed. Security is provided by Decatur Police Department. The cost is \$25.00 per hour per officer with a minimum of four hours.

Our bartenders will be responsible vendored as required by the City of Decatur and the ABC, and will be dressed in the traditional black and white attire with a Pavilion Beverage Service badge.

We will provide all ABC required signage.

We are an On Premise Only facility. This means that it is against ABC law to bring any alcohol into the Pavilion or take any alcohol out of the Pavilion. The patio is considered part of the Pavilion.

Price guarantee

The price for alcohol at Ingalls Pavilion will not be any higher than the price for alcohol at Sykes Place On Bank.

Jimmy Sykes
5-16-12

COMPENSATION OFFER

Pavilion Beverage Service will pay the City of Decatur a compensation fee as follows:

First Year: In consideration of the privilege of exclusive supplier status to Ingalls Pavilion, Pavilion Beverage Service offers the City of Decatur 15% of all gross receipts (exclusive of labor, tax and gratuity) over \$60,000 for the initial term.

Second and Third Year: In consideration of the privilege of exclusive supplier status to Ingalls Pavilion, Pavilion Beverage Service offers the City of Decatur 20% of all gross receipts (exclusive of labor, tax and gratuity) over \$48,000 annually for each of the second and third years.
