ENTERPRISE STATE
COMMUNITY COLLEGE

October 29, 2026

To Whom It May Concern:

Enterprise State Community College Business Office in Enterprise, AL will accept REQUEST FOR PROPOSALS (RFP), **RFP # 2027-01-BC**, for General Concession Services for the Enterprise Campus. RFPs will be received until **11/12/2026 at 4:00 p.m.**. RFPs will be opened on **11/13/2026 at 9:00 a.m.** at the Enterprise Campus, Dean of Instruction Conference Room, 600 Plaza Dr. Enterprise, AL.

RFPs will be evaluated and may be awarded based on the best proposal to benefit the College. RFP items are based on college needs. RFPs will be awarded in a manner which appears to be in the best interest of the College. This RFP in no manner obligates the College to enter a contract.

Please send your RFP in a **SEALED ENVELOPE** addressed to:

Paula Helms, Director of Financial Services
Enterprise State Community College
Business Office, Room WA – 114
600 Plaza Drive / P.O. Box 1300
Enterprise, AL 36331

To ensure your submission is properly identified as a response to this RFP, please clearly mark the sealed envelope with **RFP # 2027-01-BC** on the exterior.

Sincerely,

Paula Helms

Paula Helms

Director of Financial Services

ENTERPRISE STATE
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REQUEST FOR PROPOSALS

GENERAL CONCESSION SERVICES
FOR
ENTERPRISE STATE COMMUNITY COLLEGE

Enterprise State Community College (ESCC) is soliciting sealed proposals for the exclusive provision of general concession services for contracted events held at the Jimmy H. Baker Center for the Arts ("Baker Center"), and athletic events at the Baseball/Softball Complex and the Lolley Gymnasium. The contract will be awarded for an initial one-year term, with the option to extend for up to four additional years provided no changes are made to the original agreement.

SCOPE OF WORK

The selected vendor will be responsible for the sale and distribution of non-alcoholic beverages, snacks, and general concession items during designated events. All operations must comply with applicable local, state, and federal laws and regulations governing food and beverage service. The vendor will provide all personnel, equipment, and supplies necessary to deliver these services.

PROPOSAL REQUIREMENTS (MUST BE SUBMITTED WITH PROPOSAL)

- A completed Proposal Form. (Attached)
- A completed State of Alabama Disclosure Statement. (Attached)
- A completed Affidavit of Non-Collusion. (Attached)
- A detailed plan specifying the types of concession items to be offered.
- A detailed plan describing service delivery (e.g., setup, staffing, equipment, etc.).
- Provide the name and full contact information for 3 business references for which you have provided similar services in the past.
- A brief overview of your company, including its history, experience with similar clients, and relevant qualifications.
- A certificate of insurance to include liability coverage for all products and services to be provided by Responder. The selected responder shall be required to have Enterprise State Community College, the Alabama Community College System (ACCS) and the ACCS Board of Trustees named as additional insureds on its liability policies. (May be obtained after award is made.)

ESCC will select based on completeness and clarity of the proposal, understanding of the scope of work, prior experience, references, fees, insurance, and other factors which in judgment of ESCC staff might have an impact to the provider's ability to provide services to ESCC specifications of this RFP.

It is the proposer's sole responsibility to ensure delivery of its proposal by the deadline. ESCC does not accept late responses for any reason, including those due to postal or courier service delay.

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An authorized officer of the proposer must sign all proposals in ink; failure to do so will result in rejection of response.

PROPOSER'S RESPONSIBILITY

A proposer, by submitting a Proposal, represents and understands that:

- The proposer is familiar with the conditions under which the services defined in this RFP must be performed. The proposer possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the ESCC; and
- The proposer shall be solely responsible for all services provided. It is the responsibility of the proposer to verify the completeness of the requirement and its suitability to provide the services described in this RFP.

SUBMISSION INSTRUCTIONS:

Sealed proposals will be delivered to: Enterprise State Community College, 600 Plaza Drive, Enterprise, AL 36330.

Deadline: Thursday, November 12, 2026, by 4:00 PM CST.

Public Opening: Friday, November 13, 2026, at 9:00 AM CST.

Location: Dean of Instruction Conference Room, Wallace Hall, 600 Plaza Dr, Enterprise, AL.

PROPOSAL FORMS

All Proposals must be submitted in sealed envelopes clearly marked: "RFP # 2027-01-BC".

GENERAL TERMS

1. All responses become a matter of public record at award. ESCC accepts no responsibility for maintaining confidentiality of any information submitted with a response whether labeled confidential or not.
2. ESCC reserves the right to reject any or all responses and to waive informalities in the best interest of ESCC. ESCC reserves the right to not make any awards and re-issue this RFP at any time if it serves ESCC's best interest.
3. The successful proposer shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
4. The proposer shall be required to complete a State of Alabama Disclosure Statement. Alabama Act# 2001-955 requires the disclosure statement to be completed and filed with all proposals, responses, contracts, or grant proposals to the State of Alabama in excess of $25,000. Any changes to the status of the information on this form will require the submission of an updated form to ESCC.
5. All selected vendors are required to complete the Alabama Immigration Law Compliance documents and IRS Form W-9.
6. Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. Failure to provide documentation within 10 calendar days of notification will result in the rejection of your response. To enroll in the E-verify program visit https://www.e-verify.gov/mye-verify.

7. ESCC reserves the right, for its convenience and without cause or penalty, to terminate any contract for services at any time with 30 days written notice. This provision may not be changed by subsequent contract.
8. Notwithstanding any other provision in this RFP, the proposing vendors acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26.
9. Any contract resulting from an award in connection with this RFP shall include the following terms:
    a. This agreement shall be governed and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict of laws, provisions, or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Alabama.
    b. It is further agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26.
    c. If any provision of this agreement shall contravene any statute or constitutional provision, either now in effect or which may be enacted during the term of this agreement, then the conflicting provision of this agreement shall be deemed null and void.
    d. Contractor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.
    e. By signing this agreement, the parties affirm, for the duration of this agreement, 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 this agreement and shall be responsible for all damages resulting there from.
    f. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
    g. In compliance with Act 2016-272, the parties hereby certify that they are not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
    h. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.
    i. The Contractor shall provide all materials, supplies, workspace, personnel, and equipment that it deems necessary to perform the services provided for herein.
    j. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
    k. Contractor shall protect, indemnify, defend and hold harmless Enterprise State Community College, the Alabama Community College System, the Alabama Community College System Board of Trustees and their respective agents, employees, member, directors, officers, successors and assigns, from and against all claims, losses, damages,

and injuries, including but not limited to property damage, bodily injury or death, of every kind or character in any way arising from User's use of the facility or caused by or arising from the acts or omissions of User, but such indemnification shall not be applicable if the loss, damage or injury is proximately caused by the gross negligence or misconduct of Enterprise State Community College.

l. In accordance with Alabama Act 2023-409, the contractor does hereby verify that, without violating controlling law or regulation, it does not and will not, during the term of the contract, engage in economic boycotts.

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PROPOSAL FORM

CONCESSION SERVICES

FOR

ENTERPRISE STATE COMMUNITY COLLEGE

RFP # 2027-01-BC

Enterprise State Community College (ESCC) is soliciting sealed proposals for the exclusive provision of general concession services for contracted events held at the Jimmy H. Baker Center for the Arts ("Baker Center"), and athletic events at the Baseball/Softball Complex and the Lolley Gymnasium. The contract will be awarded for a one-year term following award.

Company Information

- Company Name: _____
- Primary Contact Name: _____
- Primary Contact Phone: _____
- Primary Contact Email: _____

Proposal

- Percentage of gross sales to be paid to Enterprise State Community College for Baker Center Concessions: _____%
- Percentage of gross sales to be paid to Enterprise State Community College for Athletic Concessions: _____%

Important: *ESCC reserves the right to award this RFP to one or more respondents based on the evaluation of proposals and the needs of the project. However, only* ***one*** *respondent will be selected for* ***Baker Center Concessions*** *and* ***one*** *respondent for* ***Athletic Concessions****.*

Required Attachments

Please include the following with your proposal submission:

- A detailed plan specifying the types of concessions to be offered.
- A detailed plan describing service delivery (e.g., setup, staffing, equipment, etc.).
- Provide the name and full contact information for 3 business references for which you have provided similar services in the past.
- A brief overview of your company, including its history, experience with similar clients, and relevant qualifications.
- A certificate of insurance to include liability coverage for all products and services to be provided by Responder. The selected responder shall be required to have Enterprise State Community College, the Alabama Community College System (ACCS) and the ACCS Board of Trustees named as additional insureds on its liability policies.

_____

Responder

State of Alabama
Disclosure Statement

Required by Article 3B of Chapter 16 of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

By signing below, I certify under penalty of perjury (in the jurisdiction in which it is executed) that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a person who knowingly violates this article shall be subject to civil penalty in an amount of ten thousand dollars ($10,000), or 10 percent of the amount of the contract, whichever is less, to be deposited in the State General Fund. Also, the contract or grant shall be voidable by the awarding agency.

Authorized Signatory | Date | Jurisdiction in which this Disclosure Statement is executed

The disclosure statement is required to be completed and filed with grant proposals in excess of $25,000 and contracts that meet or exceed the threshold for bid or other formal solicitations under Article 5 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for awarding public contracts.

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General Concession Services

RFP # 2027-01-BC

Affidavit of Non-Collusion

I hereby affirm I have not been in any agreement or collusion among responders or prospective responders in restraint of freedom of competition, by agreement to propose a fixed price or to refrain from proposing, or otherwise. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. RFP MUST BE SIGNED AND NOTARIZED. Any attachments hereto are made and become a part of this RFP and must be signed by the Responder.

FIRM_____

BY_____
Authorized Signature of Responder
(Acceptable in ink only)

_____
Printed or Typed Name of Responder

MAILING ADDRESS _____

CITY, STATE & ZIP CODE _____

TELEPHONE NO. _____

EMAIL ADDRESS _____

FAX NO. _____

DATE _____

AL SALES TAX NO. _____

THIS RFP MUST BE NOTARIZED
Sworn to and subscribed before me this
_____day of_____, 2026.

_____