

**CITY OF LONGVIEW
PARKS & RECREATION DEPARTMENT**

**REQUEST FOR PROPOSAL (RFP)
2016 NON-PROFIT FOOD & BEVERAGE
SUMMER CONCERT CONCESSION SERVICES
AT LAKE SACAJAWEA PARK**

1. Purpose of Request

The City of Longview (“City”) is committed to providing an enhanced quality of life for its citizens. One way the City makes that commitment is by providing Concert Series at Lake Sacajawea Park each summer. Historically, the concert series has partnered with a single non-profit organization to provide food and beverage concessions. The City recognizes that the demand for additional vendors is needed to meet the needs of concert participants as well as using additional food and beverage options as a way to expand the experience. The City is requesting proposals from local non-profit organizations for the furnishing of all staffing, equipment, and supplies necessary to provide for one (1) additional food and/or drinks vendor. The non-profit vendor must provide a mobile “self-contained” concession unit and food and beverage options provided must not compete with the existing vendor at the concerts located at the Hemlock Plaza area of Lake Sacajawea Park. The existing vendor sells hamburgers, hot dogs, popcorn, and ice cream.

2. Instructions to Concessionaires

Thank you for your interest in operating a concession at Lake Sacajawea Park during the Summer Concert Series. The City is soliciting proposals from local non-profits that have interest in operating food and drink concessions at Lake Sacajawea Park. Two permits will be awarded during 2016 on a single year basis. The concession operation dates are Thursday nights 5:00 - 8:30pm from July 7 through August 11.

3. Time Schedule

To submit a proposal, please provide the information requested in Section 4.D. below and return to Longview Parks and Recreation Department no later than **5 p.m., on Wednesday, June 22, 2016. Mailing and Street Address:** Longview Parks and Recreation Department, 2920 Douglas Street, Longview, Washington 98632. If you have any questions, please call (360) 442-5405 or email jennifer.wills@mylongview.com.

4. General Specifications

All applicants are encouraged to visit the park prior to submitting a proposal. Prospective Concessionaires are advised to determine the specific Cowlitz County Health Department requirements for a concession operation in order to confirm that their mobile facility is compatible with those requirements.

It is the responsibility of the Concessionaire to verify that adequate water and electrical service is available to support the concession equipment they intend to operate. Any

modifications or improvements to the concession area shall be at the sole expense of the Concessionaire, and will require advance written approval from the Director of Parks & Recreation.

The Concessionaire understands and agrees that the City will grant approval for concession operation by permit only and not by lease. The concession permit will only confer permission to occupy and use the premises described for concession purposes. The selected Concessionaire's expenditure of capital and/or labor in the course of use and occupancy will not confer any interest or estate in the premises by virtue of said use, occupancy, and/or expenditure of money thereon. The City will grant no more than two Concessionaires a personal, revocable, and unassignable privilege of use on the premises for the concession operation granted in 2016.

A. Fees Due From Concessionaire

If your proposal is accepted, the following fees will be due prior to issuance of your Concession Permit:

End of Operation Payments:

The Concessionaire agrees to pay the City in consideration for concession rights and privileges, a payment equal to 15% of gross operation receipts. The Concessionaire will be required to pay the City on or before September 10th. The Concessionaire will also be required to submit with payment a signed statement attesting to the total gross receipts. These statements must be made on a form provided by the Longview Parks and Recreation Department. Gross receipts are defined as total revenue, excluding Washington State Sales Tax. The City reserves the right to conduct audits and inspections without advance notice. The Concessionaire must also agree to provide copies of all receipts and relevant documents if requested.

B. Pricing

Product prices are required to be submitted in your proposal. The Concessionaire may submit to the Parks and Recreation Department a request for price change, along with documentation to substantiate need. Written approval of price changes must be granted by Longview Parks and Recreation before price changes are implemented.

C. Insurance Requirements

1. The Concessionaire must furnish proof of Commercial General Liability Insurance in the amount of \$1 million dollars per occurrence and \$2 million in aggregate for bodily injury, property damage and product liability. Acceptable proof shall include a Certificate of Insurance naming the City of Longview as an additional insured and an Additionally Insured Endorsement for said policy. Insurance must be maintained during the entire concession, including any set up, take down, and clean-up activity.

2. The successful Concessionaire must have an open workers' compensation insurance account with the Washington Department of Labor & Industries and pay premiums for all employees that work at the concession.
3. Coverage shall include, but need not be limited to, premises operations liability, blanket contractual liability, broad form property damage, independent contractor, products and/or completed operations, and personal injury.
4. Business Auto Liability Insurance in an amount no less than \$1,000,000 per occurrence will be required. The Concessionaire shall provide satisfactory evidence that a Blanket Fidelity Bond covering all of their employees is available in an amount of no less than \$100,000.
5. Indemnification and Hold Harmless: The successful Concessionaire agrees that the City shall not be liable for any damage or injury of whatever nature to any person or property occurring on the premises as a result of any activities of the Concessionaire or its use of the premises during the term hereof. The Concessionaire shall hold the City harmless from any and all claims which may arise from any such damage or injury above-mentioned and shall, at its own cost and expense, defend any and all actions that may be brought against the City upon such claims and pay any and all judgments that may be recovered against the City on such actions, provided, however, that the City shall be liable, and the Concessionaire shall have no obligation to indemnify the City, to the extent that such damage or injury is caused by the sole negligence of the City or any of its agents or employees.
6. The City shall be named as an additional insured on each insurance policy required above. The Concessionaire shall provide to the City a Certificate of Insurance, evidencing the required insurance, within ten (10) business days of the date of Agreement.
7. If insurance is cancelled or coverage is changed during operations under this agreement, the Concessionaire must notify the City immediately and cease all operations until insurance is reinstated to the limits required.

D. Licensing and Regulations

The Concession operator will be responsible for securing, maintaining, and displaying where applicable, all licenses required by the City, and/or other applicable authorities to operate concessions. Concession operator will be responsible for the total cost of such licenses.

Concession operator agrees to comply with all applicable federal, state, county and city rules, regulations and codes.

These include, but are not limited to, the following:

- A. Federal, state, and local health, safety and licensing laws and/or regulations relating to sales of concession goods and mobile concession; and
- B. Longview Municipal Code, including, but not limited to, all requirements set forth in Municipal Code; and

- C. State of Washington Business licenses, Department of Revenue account and/or unified business identifier numbers as required by RCW 50.04.104 and 51.08.192 and RCW 74.18.220; and
- D. Parks and Recreation Department policies, including, but not limited to, policy relating to concessions and park rules and regulations.

5. Basic Proposal Requirements

Proposals should be prepared simply, providing a straight forward and concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

All proposals must include the following information:

1. Legal name of organization, business and/or individual of those submitting the RFP. Include address of principal place of business, phone numbers, email contact, and primary person to contact.
2. A narrative background of proposer's ability and experience in providing concessions, business experience; how long has this organization or individual been in business, descriptions of business and numbers of volunteers.
3. Concession proposal - in your proposal, please address the following:
 - a. Please identify the food, beverages, and services you propose to provide.
 - b. Please list the initial prices of the above items.
 - c. Please describe your food safety procedures.
 - d. What type, if any, temporary site improvements will you propose?
4. A minimum of three references indicating recent experience pertaining to concessions.
 - a. References should include company/organization name, contact person and telephone number.
5. An explanation of routine cleaning and preventative maintenance schedules intended to assure an attractive appearance for concession equipment and pro-active prevention of potential operating problems.
6. State dates, days and hours you propose to operate.
7. Please provide a statement outlining how proposer will document and report revenues and expenditures.
8. Include a photo(s), drawing or image of the mobile self-contained concession unit.

6. Selection Criteria (RRP Evaluation)

The objective of this RFP is to provide dependable quality service with a reasonable percentage paid to the City. The City selection panel will score the proposals, determine the proposal deemed most advantageous to the City, and may interview the Concessionaires. The City will make a final recommendation regarding the awards to the qualified proposers offering the best services to park users and return to the City. Accordingly, the successful Concessionaire will be selected by the City after evaluation of the following RFP criteria:

Products and Sale Price of Items - 20%

Completeness of sales items and competitiveness of pricing for food and beverages.

Quality & Diversity of Products and Service - 20%

Quality and diversity of food and beverages offered, non-competing with existing vendor, and the Concessionaire's cleaning, maintenance, repair and employee training capabilities.

Experience/References - 20%

References and documentation of past experience and performance on similar contracts with other public or private entities.

Compensation - 20%

Competitiveness of the percentage of gross revenue paid to the City as proposed.

Concession Vending Unit - 20%

The concession unit may not be left in the park overnight and is to be moved in and out of the park daily during the period of operation. The mobile vending unit is to be visually pleasing with the intent that it will not conflict with or substantially detract from the natural park surroundings.

The self-contained food and drink unit must not exceed 20 feet in length and 8 feet in width. The concession unit must remain in the location designated by the Parks and Recreation Department. Please provide photo(s), drawing or image of the exterior of the mobile vending unit.

Total Criteria Weight 100%

Proposals cannot be accepted for the sale of tobacco products, alcoholic beverages, products sold in glass containers, products made of materials that are non-recyclable to City of Longview standards, or novelty sales items (nonfood & drink products or items).

7. Terms & Conditions

Please note the following general requirements that apply to all RFP submittals.

- A. The City reserves the right to reject any and all proposals, to waive minor irregularities in any proposal, to request clarification of information submitted, to request additional information from any proposer, and to make the final decision as to the best proposal.
- B. The City reserves the right to award any contract to the next most qualified contractor if the successful contractor does not execute a contract within seven (7) days after the award of the proposal.
- C. The contract resulting from acceptance of a proposal by the City shall be in a form supplied or approved by the City and shall reflect the specifications in this RFP.
- D. The City shall not be responsible for any costs incurred by the proposer in preparing, submitting or presenting its response to the RFP.

- E. The Concessionaire will be responsible for all negotiations and/or agreements with all their supply vendors.
- F. The successful Concessionaire shall comply with standards and recommendations of the state and local health departments in all matters concerning health and sanitation.
- G. It is prohibited for any individual to spend the night in City parks.
- H. The successful Concessionaire shall be required to comply with all Federal, State, County and City laws, regulations and codes with regards to licenses or permits to do business, and all other matters. Failure by the Concessionaire to comply with this requirement is grounds for immediate termination of the Concession Agreement.