

CITY OF KENNEWICK
REQUEST FOR PROPOSAL
FOOD CONCESSIONS OPERATION 2011

I. PURPOSE OF REQUEST

The City of Kennewick ("City") is requesting proposals for the furnishing of all staffing, equipment (beyond that provided within the respective concession areas - Attachment C) and supplies necessary to provide food/non-alcoholic beverage concessions at the City's athletic complexes for the term of one year.

- Lawrence Scott Park Softball Complex – 6020 W. Quinault Ave.
- Kenneth Serier Municipal Pool – 315 W. 6th Ave.

The City's needs are outlined in the following Request for Proposal ("RFP").

II. TIME SCHEDULE.

(The below schedule can be modified/changed as necessary)

The following is the schedule for the RFP process:

January 13, 2011	Issue RFP
January 25, 2011	Deadline for Submittal of Proposals (4 pm)
February 7, 2011	Selection of Preferred Respondent/ Negotiate Agreement
February 28, 2011	Finalize Agreement

Proposers are encouraged to tour the site(s) identified in this proposal.

III. INSTRUCTIONS TO PROPOSERS.

1. A. All proposals shall be sent to:
ATTN: Special Events Team
Recreation and Community Services
304 1/2 W.6th Ave.
P.O. Box 6108
Kennewick, WA 99336
- B. All questions should be directed to:
Maxine Whattam, (509) 585-4362
E-mail - maxine-whattam@ci.kennewick.wa.us
OR
Carol McMullen (509) 585-4294
E-mail – carol.mcmullen@ci.kennewick.wa.us
2. All proposals must be in a sealed envelope and clearly marked in the lower left-hand corner:

"RFP - FOOD CONCESSIONS OPERATION 2007"

All proposals must be received by 4:00 p.m. Monday January 25, 2011. Two (2) copies of the RFP must be presented. No faxed or telephone proposals will be accepted.

3. Proposals should be prepared simply and economically, providing a straight forward, 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.
5. All proposals must include the following information:
 - A. The names of individuals from those firms/organizations who will be responsible for the services and their areas of responsibility.
 - B. A narrative background of proposer's ability and experience in providing concessions.
 - C. An estimate of income and expenses for the first year of operations. The City will keep this information confidential.
 - D. A minimum of three references indicating recent experience pertaining to concessions; references to include company/organization name, contact person and telephone number.
 - E. A list and explanation of additional equipment (if any) proposer will be providing at the site.
 - F. A proposed menu and prices for concession items.
 - G. An explanation of routine cleaning and preventative maintenance schedules intended to assure an attractive appearance for any vending equipment and prevent operating problems.
 - H. Proposer is required to submit **Attachment A** "Certification" along with the proposal.
 - I. A valid City of Kennewick Business License.
 - J. A completed "Authority For Release of Information Form" **Attachment D.**

- K. A completed "Washington State Patrol Request For Criminal History Information Form" **Attachment E**.

IV. SELECTION CRITERIA.

The ultimate objective of this RFP is to provide dependable concession services with a reasonable lease fee paid to the City of Kennewick. Accordingly, the City will select the successful proposer after evaluation of the following RFP elements:

1. Sale Price of Products
Competitiveness of pricing for food and beverages.
2. Quality of Products and Service
Quality of food and beverages offered and potential of Proposers to provide quality service.
3. Experience/References
Past experience/performance on similar contracts with other public or private entities.

V. TERMS AND CONDITIONS.

- 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 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 unless mutually agreed otherwise.
- C. The City shall not be responsible for any costs incurred by the proposer in preparing, submitting or presenting its response to the RFP.
- D. Insurance - The successful Concessionaire shall be expected to maintain and pay for general liability insurance coverage at all times during the term of the contract, insuring the contractor and the City as additional named insured, such insurance to afford protection to a limit of not less than \$1 million per occurrence with an aggregate of \$2 million with a policy endorsement which names the City of Kennewick as additional insured. Receipt by the City of copies of insurance forms evidencing the foregoing insurance coverage obtained by the Contractor must be filed with the City prior to the beginning the season as described in Section VI.B.

- E. 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 subject to an Agreement 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 which 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 any negligent act or omission of the City or any of its agents or employees.
- F. The successful Concessionaire shall be required to comply with all Federal, State, and City laws and regulations with regards to construction, licenses or permits to do business, and all other matters. The Concessionaire further agrees not to allow any employee or volunteer of the Concessionaire who has been convicted of a felony crime involving the physical neglect of children, the sexual exploitation of children or sexual offenses involving children be employed or volunteer at any of the concession sites. Failure by the Concessionaire to comply with this requirement is grounds for immediate termination of the Concession Agreement.
- G. The successful Concessionaire shall comply with standards and recommendations of the State and local health departments in all matters concerning health and sanitation.

VI. SCOPE OF SERVICES.

- A. It is intended that the successful Concessionaire will have the exclusive right and responsibility to provide concession services at all regularly scheduled events and the first right of refusal for the provision of services at all additional events. Tournaments are allowed to sell tournament wares with special permission from the City of Kennewick. Special tournaments are allowed to provide product to the participants and organizers by special permission by the City of Kennewick.
- B. The Concessionaire shall provide services of the highest quality and dependability. The concession will normally be operated during the months of March - October of each year. The concession will be required to be open during all scheduled games and activities, which will include High School, recreation league games, swim activities and events. The concessions must be available no less than 30 minutes before and until the completion of each game and 30 minutes prior to swim activities and events until the completion of that event or activity. The tentative

schedule (**Attachment B**) is to be used to assist proposers in preparing submittals. The schedule is tentative and does not constitute a guarantee but is based on preliminary scheduling and past experience.

- C. The Concessionaire will also be responsible for the following services:
 - 1. Provide litter/garbage pickup around the stand at the close of each day.
 - 2. Removal of all concession garbage to the dumpster at the conclusion of the day.
- D. The Concessionaire will be responsible to negotiate their agreement with all vendors.
- E. The Concessionaire will be responsible to provide service for all vending equipment whether owned by the City or by the Vendor.

VII. COMPENSATION

- A. A monthly lease fee (5 month operating period) shall be paid to the City for use of the concession facilities.
 - 1. Total lease fee for Lawrence Scott and Kenneth Serier Pool is \$250.00 **per month, per location.**
- B. Leasehold Excise Tax payment (current rate 12.84%). Leasehold Excise Tax is charged on the monthly lease fee. (\$32.10 **per month, per location**).

VIII. VACATION OF THE CONCESSION BUILDING AT THE END OF CONTRACT

- A. The concessionaire must clean and vacate the building within 5 days after the last date open for business. All items owned by the concessionaire must be removed from the building.

ATTACHMENT A

CERTIFICATION OF PROPOSER

PROPOSAL SUBMITTED BY:

Company Name: _____

Contact Person: _____

Address: _____

Mailing Address (If different): _____

City, State and Zip Code: _____

Telephone No: _____

I certify that I am affiliated with the above noted company or individual and authorized to enter into a contract for concession rights and services for the City of Kennewick as set forth in the Request for Proposal and the attached submission in response to such request. I further certify that the proposer will be able to comply with the insurance provisions of the City, and that the proposer will obtain all necessary licenses and permits for the operation of the proposed concession as required by the State of Washington, Benton County, the City of Kennewick or any other lawful authority.

Proposer:

(Please Print)

Signature: _____

Date: _____

ATTACHMENT B

TENTATIVE SCHEDULE – subject to change

Softball Complex Concession Stands:

School ball starts In March and runs through May. The High School home games begin at 3:00 pm or 4:00 pm. Youth and adult league play starts in mid-April with games 4-5 nights a week and some Saturday mornings. May through early August an adult league plays on Sundays late morning through evening. Most weekend tournaments are scheduled at the first of the year and are played Saturday through Sunday, times vary. May - August will be the peak months with late August through October using a minimum of 4 nights per week and Sundays.

Ken Serier Memorial Pool:

Pool activities begin In mid June through the end of August. Activities begin at 10:00 a.m. and conclude at 9:00 p.m. seven days a week. All activities depend upon weather and program. There are unscheduled shut downs due to weather, water quality and health issues.

ATTACHMENT C

Equipment available

Scott Park Concession Stand:

Fridge/Freezer

Ken Serier Memorial Pool Concession Stand:

Hood unit

(Available if Concessionaire chooses to be responsible for service and inspection)

Small Chest Freezer

Fridge

[h/parks/public/food concession/RFQ food concession 2011](http://h/parks/public/food%20concession/RFQ%20food%20concession%202011)

ATTACHMENT D

AUTHORITY FOR RELEASE OF INFORMATION

I, _____, authorize and give consent to the City of Kennewick to obtain information about me, including the following:

- Criminal background records/information
- Sex Offender registry checks
- Address
- Social Security Number

I authorize this information to be obtained by *Intelius, Inc.* or any law enforcement agency, and communicated to the City of Kennewick either in writing or via telephone in connection with my volunteer/employment application. Any person, firm or organization providing information or records in accordance with this authorization is released from any and all claims of liability for compliance. This release is binding until revoked in writing.

Please Complete All Sections: (Please Print Legibly)

Full Name: _____
(First Name) (Full Middle Name) (Last Name)

Previous Names/Maiden Name: _____

Current Address: _____

City/State/Zip: _____

Telephone #: _____

Date of Birth: _____ Social Security #: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY:

Intelius Clear Alert

KPD Approved Denied KPD Rep. Initials _____ Date _____

When check is complete, please return to **Christy in the City Attorney's Office**. Thank you!

Disqualifying Factors

A person will be disqualified and prohibited from serving as a vendor if the person has been found guilty of any of the following crimes or has pending charges as identified below:

(Guilty means that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. This recommendation does not apply if criminal charges resulted in acquittal, Nolle Prose, or dismissal.)

DISQUALIFICATION BASED ON OFFENSE:

SEX OFFENSES

All Sex Offenses – Regardless of the amount of time since offense.

Examples include: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.

FELONIES

All Violent Felonies – Regardless of the amount of time since offense.

Examples include: murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated burglary, child endangerment etc.

All Felony offenses other than **violent** or **sex offenses** within the past 10 years.

Examples include: drug offenses, theft, embezzlement, fraud, etc.

MISDEMEANORS

All misdemeanor violent offenses involving a minor (unless the applicant was themselves a minor) – regardless of the amount of time since the offense.

All misdemeanor drug & alcohol offenses involving a minor (unless the applicant was themselves a minor) – regardless of the amount of time since the offense.

All other misdemeanor violent offenses within the past 7 years

Examples include: simple assault, battery, domestic violence, hit and run, etc.

All misdemeanor drug & alcohol offenses within the past 7 years or more than one offense in

the past 10 years regardless of whether the offense involved a minor.

Examples include: driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.

Any other felony or misdemeanor within the past 7 years that would be considered a potential danger to vulnerable populations.

Any felony or misdemeanor convictions for which individual accepted through plea bargaining

or other legal action a lesser plea conviction than that original charge that involved any of the above listed offenses.

Page 3 Volunteer Screening Policy

Any felony or misdemeanor conviction or pending charges which involve a crime against a member of the vulnerable population or pending charges of felonies or misdemeanors as listed

within this procedure.

PENDING CASES

Any applicant who has been charged with any of the disqualifying offenses will not be allowed to volunteer until disposition of the charge. A serving volunteer who has been charged with any of the disqualifying offenses will have their service suspended until disposition of the charge.

A volunteer must immediately inform the Kennewick Parks and Recreation Department of any charge(s) that has been filed against the volunteer and which, if convicted, would cause them to be disqualified as a volunteer as stated in this policy. Failure to do so may result in further penalties including permanent disqualification.

The Background Check Process is an ongoing process and is subject to review and changes as determined necessary by the City of Kennewick in administering its volunteer programs.

Lawrence Scott Park Concession Site



Pool Concession Site

