

**CITY OF LONGVIEW
PARKS & RECREATION DEPARTMENT**

**PROPOSAL REQUEST FOR
2019 FOOD & BEVERAGE CONCESSION SERVICES
AT LAKE SACAJAWEA PARK**

1. Purpose of Request

The City of Longview (“City”) is committed to providing a high level of customer service, and generating maximum revenue through concession activities. The City is requesting proposals for the furnishing of all staffing, equipment, and supplies necessary to provide two (2) vendors for food and/or drinks (Alcoholic beverages prohibited at Lake Sacajawea Park) in mobile “self-contained” concession units at the Hemlock Plaza area of Lake Sacajawea Park with electrical power and water available. Attached is “Exhibit A” of the current Lake Sacajawea Concession Policy which is the basis of this Request for Proposal.

2. Instructions to Concessionaires

Thank you for your interest in operating a concession at Lake Sacajawea Park. The City is soliciting proposals from individuals, community organizations, and private businesses that have interest in operating food and drink concessions at Lake Sacajawea Park. Two permits may be awarded during 2019 on a single year basis. The concession operation dates and hours will be proposed by the Concessionaire, with the desired operation from June 15 through September 2, 2019. Season may be extended if agreed upon by both parties.

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 **4 p.m., on Friday, June 7, 2019. Mailing and Street Address:** Longview Parks and Recreation Department, 2920 Douglas Street, Longview, Washington 98632. If you have any questions, please call (360) 442-5408 or email justin.brown@ci.longview.wa.us

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 2019.

A. Fees Due From Concessionaire

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

Cleaning Deposit:

The Concessionaire will be required to pay a \$100 cleaning deposit. The Concessionaire will be required to clean the concession area and remove all supplies and equipment within one (1) day of the final day of operation. The Parks and Recreation Department staff will conduct an inspection of the area to determine compliance. Any cleaning, disposal, or repair deemed necessary by the Parks and Recreation staff would be completed by Parks and Recreation staff at the Concessionaire's sole expense. The Concessionaire will be required to reimburse the Longview Parks and Recreation Department for any such cleaning, disposal or repair expense within seven (7) days of notification. Further, the Longview Parks and Recreation Department may retain the Concessionaire's cleaning deposit to offset any such expense.

Monthly Payments:

The Concessionaire agrees to pay the City, in consideration for concession rights and privileges, a monthly payment equal to at least 10% of gross monthly receipts. The Concessionaire will be required to pay the City on or before the 10th day of each succeeding month during the term of the permit. The Concessionaire will also be required to submit with each payment a signed statement attesting to the total gross receipts for said month. These statements must be made on a form provided by the Longview Parks and Recreation Department. Gross monthly 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.

Late Fee:

A late fee of \$25 will be assessed for payments not received by the 10th of the month. Multiple late payments may result in suspension or revocation of permit.

B. Pricing

Product prices submitted in your proposal shall be fixed for the duration of permit.

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. Prior to any concession activity under the award, 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, prior to any concession activity.
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. 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 employees.
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 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 identify the percentage of gross revenue to be paid to the City; note that the standard percentage is 15% and minimum percentage is 10%.
8. Please provide a statement outlining how contractor will document and report revenues and expenditures.
9. Include a photo(s), drawing or image of the mobile self-contained concession unit.

E. Selection Criteria (RRP Evaluation)

The objective of this proposal request 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 proposal request criteria:

Products and Sale Price of Items - 20%

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

Quality of Products and Service - 20%

Quality of food and beverages offered 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. (Again, a minimum of 10% must be offered to City.)

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 26 feet in length and 8 feet in width. The concession unit must remain in the location designated by the Parks and Recreation Department.

No roving in the park is permitted. If concession unit is towed, the vehicle towing the unit may not reside on park property after placement of unit.

Note: 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).

5. Terms & Conditions

Please note the following general requirements that apply to all proposal 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. The Concessionaire further agrees not to allow any employee or volunteer to work in the concession operation who does not comply with Section 11 of the agreement. Failure by the Concessionaire to comply with this requirement is grounds for immediate termination of the Concession Agreement.
- I. The Concessionaire will also be responsible for all of the below listed expectations:
 1. Ensure all trash and rubbish is picked up in and around the immediate area.
 2. Remove all concession garbage to the trash tub at the conclusion of each day.
 3. Ensure concession unit and equipment is free of graffiti at all times.
 4. Provide recycling containers for plastic and cans in and around the premises. It will be the responsibility of the Concessionaire to empty the recycling containers into a recycling tub.
 5. Recycle cardboard, metal, and plastic containers used in the concession operation.
 6. Ensure equipment is maintained in good appearance and working condition. All repairs are at no cost to the City.
 7. Healthy snack and beverage alternatives such as bottled water, teas, juices, yogurt, raisins, nuts and fruit shall be made available for purchase.
- J. The Concessionaire will comply with the following requirements:
 1. No gas, coal, charcoal, or similar portable cooking equipment is permitted inside or outside the concession unless:
 - a. Prior written approval by the Parks and Recreation Department has been obtained.
 - b. A City of Longview Fire Department Fire Permit has been issued.
 - c. Cowlitz County Health Department approval has been obtained.
 2. The Concessionaire is required to check the existing electrical capacity of the concession site to ensure there is sufficient electrical capacity for equipment.
 3. The Concessionaire must supply the appropriate fire extinguisher for the concession operation.
 4. No vending machines may be installed by the Concessionaire under this permit.
 5. No tobacco or alcoholic beverages may be sold or used/consumed in the park.
 6. No signage is to be posted in or around the park.
 7. No Styrofoam containers may be used.
 8. No items in glass or non-recyclable containers may be sold. (Refer to current City of Longview recycling standards)

9. All condiments must be in plastic squeeze or pump containers, no individual packets.
 10. Vendor advertising is permitted on self-contained unit only.
 11. The self-contained food unit must not exceed 26 feet in length and 8 feet in width.
 12. The self-contained food unit must remain in the designated location while in operation; no roving of the park is permitted.
- K. The City of Longview prohibits vendors from discriminating against customers, employees, and/or applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, or sexual orientation.

6. Performance Expectations and Standards

The City will continually evaluate the performance of the vendor. The City will evaluate performance based on service quality and feedback from consumers. The City expects the vendor to meet customer expectations including behavior consistent with providing high quality and effective customer service and treating all customers with courtesy.

An active training program for the development of the necessary skills and techniques must be provided for all concession operator employees. These sessions shall stress work performance and include customer service, cleanliness, and public service philosophies. Performance should be indicative of proper training.

Concession operator employees shall require its employees to exercise courtesy and consideration in their relations with the public while presenting a neat and clean appearance.

7. Suspension of Operations

In the event of a dispute, whether between the operator and the public or the operator and the City, the City reserves the right to immediately suspend concession operations for up to 48 hours for investigative purposes. A written suspension notice stating just cause for suspension and suspension term must be presented to the operator at time of suspension. Within the 48 hours, the City must provide the operator with a written recommended course of action or corrective measures.

8. Termination of Contract

A concession operator contract may be immediately terminated by the City without prior notification if operations are found to be detrimental to the safety and health of the general public. The Concession operator must give fifteen (15) days written notice to the City in order to terminate the concession operator contract. The City reserves the right to terminate the Concession operator's contract, with or without just cause, with fifteen (15) days written notice to operator.

9. 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.

10. Staffing

All facilities and services must be properly staffed to prevent undue customer service delay.

In determining what constitutes undue delay, consideration shall be given to the kinds and types of services rendered and situations or conditions beyond the control of the Concessionaire. For example: an unanticipated influx of customers, facility or equipment breakdowns, or sudden weather changes. The reasonableness of the delay, based on the above, should be the determining factor.

Concession operator will complete a background check and a Washington State Patrol check for each employee scheduled to work the food unit while on city property and agrees not to employ anyone who has been convicted of crimes against vulnerable persons, such as children, the elderly or the disabled; crimes of dishonesty; or crimes using or threatening violence including, but not limited to the use, display or threat of a weapon.

11. Exclusive Rights

The City reserves the right to restrict the Concessionaire from the park during a special event, based on the type and nature of the event. Events which the Concessionaire may not be able to operate include Summer Concerts at the Lake, Summer Movies at the Lake, Go 4th Celebration (arrangements for Go 4th vendors are made through the Go 4th Festival Organization, not the City) and other events which nonprofit organizations have been granted the exclusive right to sell food and beverages. Rentals and permits are granted to outside organizations for events at Lake Sacajawea and arrangements for concessions may be required. (Example: Arrangements for Go 4th vendors are made through the Go 4th Festival Organization) Concession operator must agree to share vending rights for certain events and activities with multiple vendors or concessions. These may include, but are not limited to, community events or park events where more than one (1) vendor is desired. The Parks and Recreation Department retains the right to determine which events will require multiple vendors.

12. Accounts, Books, and Records

The Concession operator shall keep such books and records showing accurate and complete data on all receipts and disbursements in connection with the Concessionaire's operations. The City contract agreement will stipulate the right at all times to examine and audit all said books and records; and to re-examine and re-audit same.

13. Assignability

The Concession operator shall not assign any interest in the contract agreement and shall not transfer any interest in same.

14. Relationship

This agreement does not establish an employer-employee relationship between the Concession operator or its employees, subcontractors or independent contractors and the City. The Concessionaire shall be solely responsible and shall assume exclusive liability for the actions, conduct, supervision and instruction of its employees, subcontractors or independent contractors.

15. Maintenance

Concession operator is responsible for cleaning, maintaining and repairing all concession equipment. The Concession operator is responsible for removing all trash from the concession site(s) daily or more often as needed; and for cleaning the area of all litter and waste within 100 feet of the concession unit and area.

16. Utilities & Services

The concession sales percentage fee paid by the Concessionaire will reflect and include the cost of electrical and water utilities provided at the park site. The City will maintain access to and service of restrooms and provide picnic tables in the concession area if needed. The city will maintain trash and recycling tubs and empty containers in accordance with established maintenance procedures and schedule.

17. Product and Pricing

The Concession operator will propose a reasonable unit cost sale price and menu for food and beverages for the same or superior quality as those offered by competitors. Certain products are occasionally deemed desirable to be available while certain others cause maintenance problems. Concession operator agrees to comply with requests to supply certain products, or not to supply certain products, provided that any such request shall not be unreasonable. In no event shall any alcohol or tobacco products be offered for sale at the concession facility.

18. Sale of Non-Food Items or Novelties

Concession privileges granted shall not include the right to sell souvenirs, toys, pictures and other items usually considered novelties. Non food and drink item sales are not be allowed.

19. Operating Hours

Concession operator shall keep the concession unit open and use it to transact business with the public during hours proposed by the Concessionaire and approved by the Parks and Recreation Department. Hours shall be posted on the concession stand premises unit so as to be easily viewed by the public at all times. The Concession operator will be required to open when there is a special event, or other times as requested by the Parks and Recreation Department.

A Special Events Calendar will be issued to Concessionaire. The Concessionaire is responsible for regularly checking the calendar for event schedules and any changes. During special events, the Parks and Recreation Department retains the right to bring in additional Concessionaires. When park attendance is expected to reach high numbers, in the best interest of both the Concession operator and the park patrons, the City reserves the right to contract additional Concessionaires to accommodate the number of patrons. The City reserves the right to restrict a Concessionaire and not allow sales during a park special event, based on the type and nature of the event.

Forfeiture of concessions within the park:

- A. Failure to open within 15 days of contracted start date
- B. Failure to open during special events
- C. Failure to keep scheduled days and hours

Written permission may be granted on a case by case basis by the Parks and Recreation Department to allow for operating hours schedule modification.

20. Compliance Management

A compliance review shall be done monthly to assure Concession operator is complying with all contract terms. Items covered shall include, but are not limited to:

- A. Fees Remitted
- B. Accounting Report
- C. Insurance
- D. Permits/Licensing
- E. Facility Interior
- F. Operating Hours
- G. Rates
- H. Complaints or Issues
- I. Exterior appearance of the unit and surrounding grounds