



CITY OF LACEY

REGIONAL ATHLETIC COMPLEX CONCESSIONS

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**CITY OF LACEY
PARKS, CULTURE & RECREATION DEPARTMENT**

**REQUEST for PROPOSAL
REGIONAL ATHLETIC COMPLEX
CONTRACT CONCESSION STAND SERVICES**

Section 1: INTRODUCTION

The City of Lacey Parks, Culture & Recreation Department seeks an experienced operator to provide concession stand services at the Regional Athletic Complex (RAC). The concession stands (two) must be operated in a professional manner providing moderately priced fresh food and beverages.

The Regional Athletic Complex concession stand operator may also offer catering services for tournaments and special events held at the complex. Address of the complex: 8345 Steilacoom Rd SE.

Section 2: BACKGROUND

The RAC is a 68 acre Regional Athletic Complex. The complex supports six (6) soccer fields, one of which has a synthetic surface and lights; five (5) baseball/softball fields with synthetic infields and lights; and between the two athletic areas is a full service multi-purpose community park. The facility is heavily used by sports tournaments, but also by many large festivals and events. The RAC attracts more annual visitors than any of Lacey's other parks, well over one million people per year.

Two (2) concession stands are located within the complex. A full service concession (approx. 412 sq. ft. plus small storage area) is in the plaza area of the softball complex, while a smaller stand (approx. 170 sq. ft.) services the six soccer fields. The softball complex is expected to operate year round. The soccer fields are available March through November, with the exception of the synthetic surfaced field which is open all year. The park is expected to be operational seven (7) days per week.

Section 3. SCOPE OF SERVICES

Scope of Operations: The contractor will provide quality concession service for park visitors. Those guests will consist of league and tournament participants, officials, spectators, and the general public. Food and beverages shall include a wide variety of hot and cold items. The contractor may not use the facility for functions / activities other than for food service without prior written approval of the City.

Food Storage, Preparation, and Service: The contractor shall be responsible for the procurement, preparation and service of all food and beverages. The contractor shall procure and pay for all food, food supplies, service supplies, and related products used at the site. All foods prepared off site shall only be prepared at a certified USDA-inspected facility. On-site storage space for food, beverages, and supplies is limited.

Beverages will be available through an exclusive contract procured by the City of Lacey and must be utilized at this site. Beverages not provided under the City's contract may be used by the contractor.

Contractor shall demonstrate their ability to support the RAC Concession Stand with adequate and easily accessible "off-site" storage or contract supplier. The support facility or supplier shall be identified and address provided to the City prior to executing the contract.

Term of Contract and Food Service Days and Hours: The term of this contract shall be three (3) years unless earlier terminated by the City pursuant to the terms herein. Unless otherwise agreed between the parties, the operation shall be year round in the softball complex and March-November in the soccer concessions with minimum hours of operation to be as follows:

Monday through Friday, 5:00 p.m. to 10:00 p.m. (Softball complex when games are being played)

Saturday and Sunday, 7:30 a.m. to 11:00 p.m. (Softball complex times dependent on tournament schedules. Soccer complex weekends when games are being played.)

Days and time may be adjusted by mutual consent and must be in writing.

Minimum terms of rent:

First year \$2,500/month rent (February- November)

Second year \$2,650/month rent (February- November)

Third year \$2,800/month rent (February- November)

The contractor shall not operate on any day the RAC is not open to the public.

Other Vendors: Vendors who do not compete with the contract concessionaire by selling like products will be reviewed and may be approved by the City of Lacey. Any fees associated with the non-competitive vendors will be revenue to the City.

Catering: The contractor may, at its discretion, provide catering services for any games, tournaments, and events held at the RAC. The contractor may not use RAC facilities to cater events not held at the RAC or events not associated with or approved by the City. Catered activities at the RAC are subject to the percentage of sales and beverage provider as though offered from the concession stands.

Sanitation and Cleanliness: The contractor shall at all times maintain compliance with all applicable federal, state and local laws, ordinances and administrative regulations concerning food and beverage preparation, storage, advertising, purity, quality, service and premises sanitation. The contractor shall be responsible for obtaining all necessary licenses, permits, and health inspections pertaining to sanitation. Contractor shall maintain the highest standards of cleanliness through such actions as regularly cleaning tables, windows, food preparation counters, floors/carpets; and regularly removing and disposing of all garbage collected in the food service area. The contractor shall also regularly clean refrigerators and freezers, hoods and filters, and concession stand interior.

Menu and Pricing: The contractor shall post its menu and price structure for food and beverages

available for all customers.

Management: Award of this contract is based on the City's understanding that the contractor will assure competent professional, on-site management of the food service facility and personnel at all times. The contractor shall provide the City a written description of the qualifications, certifications and work hours of all on-site personnel.

Management Structure/Philosophy: The contractor shall provide a written manual describing their existing and/or proposed management structure, operational philosophy and "code of conduct". The description shall identify on-site personnel, supervisory and support staff, and the overall management structure of the business. The operating philosophy shall include items such as staff qualifications, training, customer service, and methods of communication with the City. Each employee is to sign a statement that they have read the manual and will abide by the contents. The contractor is to keep on file the signed statements.

Compliance with Federal, State and Local Regulations: The contractor shall comply with all federal, state and local regulations, including but not limited to wages, taxes, social security, worker's compensation, non-discrimination, licenses, registration and safety requirements. Failure or neglect on the part of the contractor to comply with any or all such regulations shall not relieve the contractor of these obligations, nor of the requirements of this contract.

Use of Area: The contractor shall make no unlawful or offensive use of the concessions area and will maintain and preserve the area in as good order and condition, reasonable wear and tear expected, as when the contract was signed.

Utilities: The City of Lacey shall be responsible for all utilities.

Hiring and Employment: The operator shall not, in the operation of the RAC concession stands, discriminate against any group of persons. The operator must comply with all of the rules, regulations, statutes, etc., related to fair hiring and employment practices.

Section 4: INFORMATION AND INSTRUCTIONS TO PROPOSER

- 4.1 **Submission of Proposal.** Proposals must be received by, **2 p.m. Wed., November 22, 2023** via email. Please email proposal to sfalash@ci.lacey.wa.us with this in the subject line: **REGIONAL ATHLETIC COMPLEX CONCESSION STAND OPERATION**. The original proposal copy shall be signed by a representative of the Proposer who is authorized to sign for and contractually bind the Proposer.
- 4.2 **Response Date.** In order to be considered for selection, proposals must arrive at the City in the manner and on or before the date and time specified in the RFP advertisement. Proposer mailing responses should allow normal mail delivery time to ensure timely receipt of their materials. Any proposal received after the scheduled closing time for receipt of proposals, or incorrectly addressed, will not be considered. Delivery in the manner stated herein and completeness of

submittals as required by this RFP shall be solely the responsibility of the Proposer. Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.

- 4.3 **No Warranty.** All facts and opinions stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.
- 4.4 **Right to Modify Process.** The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The City will take reasonable steps to insure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP through the City.
- 4.5 **Addenda.** In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective Proposers who are on the RFP document holder's list maintained by the City. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date. Receipt of addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly acknowledged addenda will be considered non-responsive.
- 4.6 **Accept or Reject Proposals.** The City reserve the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to the City if the City determines it is in the public interest to do so.
- 4.7 **Additional Information.** The City reserves the right to request additional information following its initial review of the proposal documents. City staff may conduct a review and verification of confidential information with staff and consultants.
- 4.8 **Public Information.**
All proposals and information included therein or attached thereto submitted in response to this RFP shall become public record upon receipt by the City and will be available for review upon request. The City will disclose those parts of records the proposal has marked "proprietary information" only to authorized persons unless: (a) the City discloses the records in response to a public disclosure request or (b) the proposer has given the City express advance written permission to disclose the records. "Authorized persons" means those City officers and employees for whom the proprietary information is necessary to evaluate proposal and to perform their duties or obligations to the City. If the City receives a public disclosure request for records that the proposer has marked "proprietary information", the City may promptly notify the proposer of the request. The City may postpone disclosing these records for thirty (30) business days after it has sent notification to the proposer, in order to allow the proposer to file a lawsuit to enjoin disclosure. If the City has notified the proposer of a public disclosure request, and the proposer has not obtained an injunction and served the City with notice of that injunction by the close of business on the tenth business day after the City sent notice, the City will then disclose the record.

4.9 Equal Opportunity.

The City of Lacey is an equal opportunity employer. The city does not discriminate against any employee or contractor, or applicant for employment or contracting, on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability; provided that the prohibition against discrimination in employment or contracting because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker or contractor involved.

Such nondiscrimination practice includes, but is not limited to: employment, upgrading, demotion or transfers, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The city shall take such action as may be required to ensure full compliance with Chapter 49.60 of the Revised Code of Washington: Law Against Discrimination.

4.10 Reasonable Accommodation.

The City of Lacey offers reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 491-3214 to discuss any necessary accommodations. Citizens with hearing impairment may call the TDD line at (800) 833-6388.

4.11 Veteran-Owned Business Enterprise.

The City of Lacey strongly encourages participation of veteran-owned businesses enterprises.

4.12 Minority and Women’s Business Enterprises (MWBE)

The City of Lacey strongly encourages participation of minority- and women-owned business enterprises.

4.13 Qualification Requirements. Each responsible Proposer shall respond to the proposal requirements as presented. Proposals received without all the required information may be rejected as being non-responsive.

4.14 Pre-Proposal Interpretation and Addenda of Contract Documents Any clarification or interpretation of the bid documents will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification and/or addendum.

4.15 Execution of the Proposal. The proposal shall be executed in the name of the Proposer followed by the signature of the officer authorized to sign for the printed or typewritten designation of the office held:

- A. If the proposal is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner.

- B. If the proposal is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office they hold in the corporation.
 - C. If the proposal is made by a joint venture, it shall be executed by each participant of the joint venture.
 - D. The address of the Proposer shall be typed or printed on the Proposer's cover letter.
- 4.16 **Withdrawal of Proposal.** A Proposer may withdraw their proposal, by written notice submitted on the Proposer's letterhead, signed by the Proposer's authorized representative, delivered to the City prior to 5 p. m. on the final submittal date.
- 4.17 **Rights of City to Award or Reject Proposals.** The RFP does not commit the City to award or enter into a food service license. The City reserves the right to:
- A. Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
 - B. To negotiate with any Proposer.
 - C. Accept a proposal and subsequent offers for food service contractor from other than the lowest cost Proposer.
 - D. In determining the most responsive Proposer(s), the City reserves the right to take into consideration any or all information supplied by the Proposer in his/her proposal and the City investigation into the experience of the Proposer. In addition, the City may accept or reject proposals based on minor variations from the stated specifications and when such action is deemed to be in the City's best interest.
 - E. If Proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposals as may be required.
 - F. Any food service contract arising from this RFP will be negotiated with the successful Proposer. The successful Proposer shall commence services only after a food service contract with the City is fully executed and the City has issued a "Notice to Proceed".
 - G. Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the City.
 - H. The City reserve the right to waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the Proposer.

- 4.18 **Business License.** The successful contractor, prior to commencing operations, shall obtain a City of Lacey Business License.
- 4.19 **Economy of Proposal Preparation.** Proposals should be prepared simply and economically, by providing straightforward and concise descriptions of Proposer capabilities related to specified elements, units or services. Proposals should not include any information not specifically identified or specified as a required response or attachment.
- 4.20 **Acceptance of Proposal Content.** The contents of the proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations in a contract may result in cancellation of the award.
- 4.21 **Non-Assignment.** If a food service contract is awarded, it shall not be assigned, nor duties be delegated, in part or in total without prior written consent of the City. Reasonable requests for assignment of the food service contract may be granted based on the sole determination of the City.
- 4.22 **Notice of Intent to Award.** All responsive and evaluated respondents to the formal RFP will be notified of the City's intent to award a food service contract.

4.23 **Anticipated RFP Process Events Calendar:**

<u>EVENT</u>	<u>DATE</u>
RFP Document Published and Distributed	November 8, 2023
RFP Closing Time and Date	2:00 p.m. - November 22, 2023
Award Decision	November 27, 2023
Anticipated Notice to Proceed Issued	December 15, 2023

- 4.24 **Liability and Insurance.** The successful Proposer must submit proof of liability insurance with the limits not less than the stated requirements. The successful Proposer shall defend, save, and hold harmless the City, the City's officers, agents and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the successful Proposer or its subcontractors, agents or employees under this food service contract. Such proposer shall provide evidence satisfactory to the City of Lacey of coverage by Commercial General or Comprehensive General liability insurance of not less than \$2,000,000 combined single limits, and obtain an endorsement naming the City of Lacey, its officers, employees, and agents as additional insured under each such policy.

4.25 **Laws of the State of Washington.**

By submitting a proposal in response to this RFP, Proposer agrees that, any terms and conditions stated within any food service contract that is awarded as a result of this solicitation shall require:

- A. The proposer to comply with all food service laws of the State of Washington.
 - B. Be governed by the laws of the State of Washington without regard to conflict of laws principles.
- 4.26 **Incurred Costs.** Neither the City, nor its officers, agents nor employees are liable for any cost incurred by Proposer prior to issuance of a food service contract. All prospective Proposers who respond to this RFP do so solely at the Proposer’s cost and expense.
- 4.27 **Proposer’s Responsibilities.** Successful Proposer shall comply with all federal, state, and local laws and ordinances applicable to the work under this food service contract.
- 4.28 **Disposition of Proposals.** All materials submitted in response to the RFP, including samples, shall become the property of the City upon delivery.
- 4.29 **Termination**
- A. **Termination for Convenience:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City’s best interests. Any such termination shall be effected by the delivery to the contractor of a written notice of termination at least forty-five (45) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. Such notice must be issued by the Director of Parks and Recreation or their designee. After receipt of a notice of termination, except as otherwise directed in writing by the City, the contractor shall stop work on the date specified in the notice and settle all outstanding liabilities to, and claims by, the City and such suppliers that were used in the performance of this license.
 - B. **Termination for Default:** The City shall have the right to terminate the contract at any time the City determines that the contractor has failed to satisfactorily perform the services required, as solely determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City will give the contractor at least fifteen (15) days’ written notice before the termination takes effect. During the fifteen day period, the contractor must negotiate an acceptable written “plan to cure” with the City and cure the unsatisfactory performance as agreed in the cure plan. Failure to cure the unsatisfactory performance during the fifteen day period, as solely determined by the City, will result in contract termination for failure to provide satisfactory performance.
 - C. **Termination for Willful Failure or Refusal or for Emergencies:** The performance of work under the contract may be terminated immediately for any willful failure or refusal by the successful proposer to perform according to the terms of the Food Service Contract or if the City determines that an emergency exists.

Section 5: PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL INFORMATION

Proposers must submit the designated written information to the City as outlined and in the sequence provided by the City. Emphasis should be on complete, concise, and clear content limited to the information requested in the Required Submittal Information.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research whether that information is provided through this RFP process or outside this RFP process.

Proposals shall be submitted by the time and date, at the place and in the manner as described in the RFP advertisement.

The proposal shall include, at a minimum, the following items:

- A. Submit a written statement of **recent** experience of Proposer in a similar concessions operation. Proposal must include information on similar operations that Proposer has operated and believes are sufficient qualifications for operating the Regional Athletic Complex Concession Stands.
- B. A written explanation and description of the following items:
 - 1. Methodology and use of a "Constructive Communication Plan".
 - 2. Organizational structure and chain-of-command.
 - 3. Employee and customer safety and hazard control to include hazard prevention, elimination, investigation and reporting, documentation, communication, etc.
 - 4. Employee training (i.e., food handling, customer service, etc.) Employee recruitment.
 - 5. Operational goals.
 - 6. Sanitation/Cleanliness procedures.
 - 7. Schedule of all concessionaire-provided equipment including make, model, fuel source, age, etc.
 - 8. Ability to support special events, private parties, and national sport tournaments.
 - 9. Describe your record keeping procedures you would use at the RAC.
- C. Submit a sample menu, pricing structure, portion sizes, brands, etc.
- D. Describe, in writing, the ability of Proposer to meet requirements for concession stand startup.
- E. A completed Business Plan Questionnaire.
- F. Proposer shall identify any potential City costs involved in this project.

Section 6: PROPOSAL SELECTION AND EVALUATION CRITERIA

Selection Process

A RFP Selection Committee will evaluate the proposals on how fully each proposal meets the requirements of the RFP. Each staff member on the evaluation panel will rate the criteria on a scale from 1 to 5 (Poor, Below Average, Average, Above Average, and Excellent), and scores will be added to help determine the most qualified service provider.

Personal interviews may be conducted following panel review of submitted proposals. Finalists may be asked to prepare food or a meal for the review panel. Finalists asked to prepare samples or meals will be recompensed. The City will negotiate a final agreement with the successful Proposer. If no acceptable arrangements can be made, negotiations with the next highest ranked Proposer will occur.

The successful Proposer will be required to complete a contract which will incorporate the proposal and work schedule as a part of the contract.

Evaluation Criteria

Proposals will be evaluated based on the criteria shown below with weighting factors as summarized in the following table. If interviews are held, the top ranked Proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview.

ITEMS OF CRITERIA LISTED BELOW ARE WEIGHTED AS INDICATED.

(The weighting factor is up to the percentage or percentage of numerical points.)

- A. Prior experience of the Proposer in operating similar concession operations **(40%)**.
- B. Proposer's business plan questionnaire **(25%)**.
- C. Proposer's Menu selection and pricing structure **(25%)**.
- D. Proposer's ability to meet anticipated startup date **(10%)**.

NOTE: In addition to submitted proposal, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the contract award.

BUSINESS PLAN QUESTIONNAIRE

(Please answer as thoroughly as possible. Please use additional pages if necessary)

1. Describe the advertisement, signage, banner and promotional aspects of the concession stand operation.
2. Is there an overall theme to the concession stand operations?
3. What methods of creativity, promotion, and incentives would you offer to support bringing local, state, regional, and national youth and adult tournaments and events to the RAC?
4. Describe a “typical” tournament day. Include staffing, advertising, potential food and beverage specials, and in general, support to the tournament operations.
5. Are there additional furnishings which would enhance existing concession stand operations?
6. What are your qualifications and capabilities for catering and providing food and beverage services to small and large groups?
7. Please list the applicable licenses and permits you currently hold that pertain to operating the Regional Athletic Complex concession stands.
8. Is there anything else we need to know about your business which will assist us in determining the best fit for our needs?