



October 4, 2023

**City of Lacey
Request for Proposal**

**Beverage Services
Regional Athletic Complex and Rainier Vista Community Park
Lacey Parks, Culture and Recreation Department**

The City of Lacey Parks, Culture and Recreation Department seeks an experienced beverage service company or organization to provide non-alcoholic beverage service at the Regional Athletic Complex (RAC) located at 8345 Steilacoom Rd SE, Lacey, WA and Rainier Vista (RVCP) 5475 45th Ave SE, Lacey WA

“Beverage Service” includes but is not limited to the supply of soft drinks, sport drinks, dispensing supplies and equipment, and support services, i.e. delivery and maintenance.

The concession stands two (2) must be served in a professional manner providing moderately priced fresh beverages. The Regional Athletic Complex beverage service provider will also offer services for tournaments and special events held at the complex.

Proposals must be received at the email address below no later than Wednesday, November 22nd, by 2:00 p.m. No late emails will be accepted.

The City of Lacey assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

It is the City of Lacey’s policy to assure nondiscrimination in any contract entered into pursuant to this advertisement. Applicants will not be discriminated against on the grounds of race, color, national origin, sex, or any other protected class under Federal or State law.

All questions relating to this RFP should be addressed by email to sfalalsh@ci.lacey.wa.us no later than 2:00 p.m. on Wednesday, November 15, 2023. All answers to questions, which in the opinion of the City warrant a written reply or RFP addendum, will be furnished to all parties receiving this RFP. The City will not respond to questions received after the deadline listed on the estimated schedule.

Sue Falash
Email: sfalash@ci.lacey.wa.us
Lacey Parks, Culture and Recreation
420 College Street SE, Lacey WA 98503

GENERAL INFORMATION

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 RAC. A full service concession (approx. 412 sq. ft. plus small storage area) is in the plaza area of the baseball/softball complex, while a smaller stand (approx. 170 sq. ft.) services the six soccer fields. The softball complex is expected to operate April through October. 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 during the specified time frames.

RVCP is a 46 acre park that is heavily used by community members and sports user groups. There are 3 soccer fields, 3 baseball/softball fields, 4 tennis courts, 4 pickleball courts, 3 sand volleyball courts, a basketball court, walkways and picnic shelters along with a skate park for beginner and intermediate skaters.

The concession stand at RVCP is attached to the restroom building facing the baseball/softball fields. The fields open for athletic events on March 1 and close to athletics use at the end of October each year. Soccer fields are used on week nights as well as both Saturdays and Sundays. Softball/baseball games/practices are week nights and mainly Saturdays with some Sundays. RVCP hosts soccer as well as softball tournaments throughout the season. The concession stand is expected to be operational seven (7) days per week, while the fields are in use.

SCOPE OF WORK

The contractor will provide quality beverage services for park visitors, participants, officials, spectators, and the general public.

The contractor will keep the vending machines stocked for the employees and general public.

The contractor may not use the facility for functions / activities other than for beverage service without prior written approval of the City of Lacey.

Payment for beverage services:

The concessionaire, not the City, shall be responsible and pay for the procurement of beverages, supplies, equipment related delivery and maintenance services. On-site storage space for beverages and supplies is limited.

Exclusive Contract:

The beverage contract will be an exclusive contract authorized by the City of Lacey for these complexes and vending machines only. The contractor shall provide the City with the price structure for beverages made available to the concessionaire. Types or categories of beverages (i.e. coffee, tea, fruit drink, etc.) not provided under the Beverage Service contract with the City may be used by the concessionaire or City approved vendors.

Contractor shall demonstrate its ability to support the RAC concession stands with adequate and easily accessible "off-site" storage or production facilities. The off site storage or production facility shall be identified and address provided to the City prior to executing the contract.

Term of Contract and Beverage Service Days and Hours:

The term of this contract shall be three (3) years unless earlier by the City pursuant to the terms herein. It is contemplated that the RAC concession stands will be in operation year-round with minimum hours of operation to be as follows:

Monday through Friday, 5:00 p.m. to 10:00 p.m.

Saturday and Sunday, 8:00 a.m. to 10:30 p.m.

Days and time may be adjusted by mutual consent of the concessionaire and the City of Lacey. The contractor shall be notified of such modification.

Vendors:

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

Catering:

The contractor will provide beverage services for any games, tournaments, and events held at the RAC and RVCP. The contractor may not use RAC or RVCP facilities to supply events not associated with or approved by the City. Services to non-concession activities at the RAC or RVCP are subject to the City profit provisions 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 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 regular cleaning of equipment. The City reserves the right to conduct random inspections.

Management:

Award of this contract is based on the City's understanding that the contractor will assure competent professional, management of beverage services, supplies and associated maintenance at all times.

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.

Promotions:

The City must authorize the use of the RAC logo, name or association with any advertising related to the Regional Athletic Complex.

Hiring and Employment:

The beverage service contractor shall not discriminate against any group of persons or participant associated with the RAC or RVCP. The operator must comply with all of the rules, regulations, statutes, etc., related to fair hiring and employment practices.

TIMELINE

Service provider will need to begin work January 6, 2024 and commit to a three year contract.

PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL INFORMATION

Service providers are asked to express their interest in this work by offering a proposal which demonstrates their ability and capacity to provide the services described.

Proposal and Due Date: Interested applicants shall email their proposal to sfalash@ci.lacey.wa us. no later than 2:00 p.m. on Friday, November 17th, 2023.

Format: Each proposal will be limited to no more than 10 pages including the cover and cover letter.

Cover Letter: A cover letter, which will be included in the 10 page count, should establish the service provider's interest in this contract and may not exceed one page. The letter must be signed by an individual capable of committing the resources of the proposing company.

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 proposal process or outside this proposal 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. A written statement of **recent** experience of the Proposer in a similar beverage service operation. The formal proposal must include information on similar operations that the Proposer believes are sufficient qualifications for servicing the Regional Athletic Complex and Rainier Vista Community Park Concession Stands.
- B. A written explanation and / or description of the following items:

Items to be addressed in the following order

1) Direct City benefit:

- minimum length of contract _____
- value to the City of extended contracts: duration _____ value _____
- availability to begin service: immediately _____ or proposed date _____
- attach a list of proposed products with current pricing; plus
 - anticipated price change in 2024 _____%
 - anticipated price change in 2025 _____%
 - anticipated price change in 2026 _____%

- written notice of price changes or product availability
- list all costs to be incurred by the City associated with this contract:
 - identify and explain
- revenue to the City based on 800,000 visitors / participants annually at the complex:
 - minimum proposed contract value \$_____
 - list return to the City per case sold and quantity breaks (i.e. soft drinks, water; sport drinks)
- event advertising or sponsorship
 - budget amount \$_____
 - in-kind (explain)
- signage for the City and / or concessionaire
- audit review, the availability of records for product delivery, supplies and maintenance

2) Indirect City benefit via contract concessionaire:

- equipment available to the vendor
- lease / rental cost of each item
- cost of maintenance for equipment used
- cost of repairs for equipment used (i.e. service charges)
- frequency of "routine" maintenance
- product quantity breaks
- product / supplies delivered to the concessionaire
 - frequency
 - emergency response for product request (address time and associated fees)
- location of company storage facility from which supplies are delivered
- provisions for recyclable containers, utensils and recycle bins

3) Supplemental information

- brief outline or list of any service, product or attribute you would like the City to consider

- C. Written statement that the Proposer will be able to meet requirements for the concession stand startup.
- D. Proposer shall identify any potential City costs involved in this project.
- E. Proposed method and timing of payment to the City for product sales.

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 beverage contracts **(40%)**.
- B. Proposer's City's direct and indirect benefits **(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.

INTENDED SELECTION SCHEDULE

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

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.

REASONABLE ACCOMMODATIONS

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.

VETERAN-OWNED BUSINESS ENTERPRISE

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

MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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

TERMS AND CONDITIONS

The City reserves the right to reject any and all submissions; to negotiate with any respondent to this Request for Statements of Qualifications; to extend the submission deadline; to amend the terms of this Request for Statements of Qualifications through circulation of addenda; or to cancel this Request for Statements of Qualifications in part or in entirety. The City reserves the right to request clarification of information

submitted, and to request additional information from any respondent.

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.

