

REQUEST FOR PROPOSALS

CONCESSIONAIRE SERVICES CHEHALIS SPORTS COMPLEX, RECREATION PARK PROPOSALS DUE: 11:00 AM, MONDAY, MARCH 9, 2020

Questions regarding these specifications should be directed to:

Recreation Manager Lilly Wall

Iwall@ci.chehalis.wa.us

360-748-0271

PURPOSE

The City seeks a concessionaire to operate the Recreation Park Sports Complex concession stand and/or potentially setup their own mobile food unit/food cart on the West side of the complex.

The use of a self-contained mobile food unit truck/trailer/cart:

- Mobile Food Unit is a food and beverage service establishment that is a vehicle mounted unit, either motorized or on a trailer and readily movable without disassembling for transport to another location.
- Food Cart is a food and beverage service establishment that is a non-motorized vehicle self-propelled by the operator.
- Must comply with Lewis County Health Department requirements.

PROPOSAL REQUIREMENTS AND LIMITATIONS

Concession operations are a key component to the overall character of the park. The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

- Annual Amount: Fee is \$2,000 the first year and will be reviewed on an annual basis.
- Facility Location: Recreation Park Sports Complex concession stand
 - o Potentially a mobile unit to be located at the West entry into the complex.
- **Contract Terms:** The contract terms shall be a 1-year timeframe from March 6, 2020, through December 31, 2020. With an option for one two-year extension period from 2021-2023.
- **Timeframe:** The concession stand in the Chehalis Sports Complex will be open from mid-March to October 31.
- Hours of Operation: Concessionaire shall not be open earlier than 6:00 am and close no later than 10:30 pm. The concession stand is required to be open during all league games, high school games and tournaments held at the Chehalis Sports Complex.
- **Personnel:** The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the concessions.
 - The operator will comply with all federal, State of Washington, and local laws, including but not limited to: minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and workers' compensation.
 - The City recommends that concession employees wear a uniform (matching t-shirts, hats, identification badge, etc.) for identification.
- **Equipment:** The City-owned concession stand is 12′ x 20′. The City will provide sinks, counters and storage space. The concessionaire is responsible for providing all equipment and appliances needed to operate the concession.
- **Mobile Unit:** Concessionaire has the option of using their own truck/trailer and/or the City's concession facilities.

- Interested Parties should include a photo of the inside and outside of their mobile concession.
 The condition of mobile concession shall be in very good to excellent condition. Damaged or unkept vehicles or trailers will not be accepted.
- Proposer must include VIN number. Successful bidder permits the City to run a criminal and motor vehicle background check. Mobile concessions shall meet all municipal, county, state and federal laws and regulations, including but not limited to motor vehicles, health, and safety, business and taxation.
- The City reserves the right to reject based on number or severity of health violations. The City reserves the right to terminate the contract for any health and/or public safety code violations.
 The successful bidder shall comply with County health department requirements.
- All utilities must be included in mobile unit (100% self-contained)
- Liability Insurance: See Attachment A Insurance Requirements.
- Licenses and Taxes: The concessionaire shall obtain, maintain, and pay all permits, taxes and license fees that shall accrue or become due under the laws of the United States or the State of Washington or Chehalis Municipal Code. This includes but is not limited to health inspection and any other required permits by city, county, and state. Obtain and maintain a current health permit and food handler's permit.
- Quality of Service: The operator and staff are expected to be helpful, friendly, courteous, and clean. This responsibility reflects upon the City and how we treat park patrons and guests.
- Quality of Merchandise: All foods, drinks, beverages, confections, refreshments and the like, sold or kept for sale, shall be of first quality, wholesome and pure, and shall conform in all respects to the Federal, State, Lewis County, and Municipal Laws, Ordinances, and Regulations.
- **Merchandise:** T-shirts and other non-food items may be sold with the written consent of the City of Chehalis.
- **Prohibited Merchandise:** Items that utilize glass containers, alcoholic beverages (sell or distribute), and sunflower seeds and/or nuts with shells are all prohibited.
- **Prices of items:** Prices of all items shall be posted in full and open view of the public. All menu items with prices shall be presented with the Proposal. Menu Boards with correct pricing should be hung and visible to all. There should be no "Homemade Signs" posted on windows or on the premises.
- **Signs:** Selected concessionaire shall not place any signage in the park unless approved by the City in writing. No signage is permitted in the right-of-way.
- **Food into the Chehalis Sports Complex:** Please be aware the City of Chehalis DOES NOT RESTRICT park patrons from bringing in outside food and beverages into the Chehalis Sports Complex.
- Additional Food/Beverage Vendors: The City of Chehalis will not allow any other concessionaire or
 organizations to sell food or beverages in the Chehalis Sports Complex without the consent of the lessee.
 The City does reserve the right to have other food/beverage vendors within Recreation Park, examples
 include but not limited to special events like Music in the Park, or the Seattle to Portland Bike Ride (STP),
 etc.
- Maintenance: Maintenance and upkeep on a daily basis of the concession stand is the responsibility of
 the concessionaire. The interior of the building must be kept clean and organized. Maintenance of the
 building (structure) itself and over 50-feet of the surrounding area will be the responsibility of the City of
 Chehalis.
- Trash: Concessionaire is responsible for all their own trash and transporting it to the dumpsters nightly and for cleanup within 50-feet from the concession sales building/trailer/truck. Concessionaire shall be responsible for removing all such litter and shall be responsible for removing all refuse and waste generated by concessionaire's operation and placed in a City-owned refuse container.
- **Utilities:** If the concessionaire uses the existing concession stand all utilities will be paid by the City of Chehalis. Concessionaire may be able to connect to city utility with a trailer/truck (which can be considered during contract discussion).

- **Parking:** The City will provide a minimum of two parking stalls for concession staff near the west entrance of the ballfield complex entrance. Between fields 1 and 2.
- Indemnification: The Concession Operator shall defend, indemnify and hold harmless the City of Chehalis, its officers, agents and employees from and against any and all claims, liability, damages, expenses, causes of action, suits or judgments, by or on behalf of any person, firm or corporation arising from the Concession Operator's possession, use or occupancy of the leased premises.
- **Non-assignability:** Concession Operator shall not sublet, assign or transfer any of lessee's rights hereunder without the express written consent of the City of Chehalis.
- Park Rules and Regulations: Concessionaire shall abide by all park rules and regulations.

Other requirements:

- A 2020 City of Chehalis business license is required.
- A contract with the City is required.
- National background check with be required for all workers of the concession stand.
- Insurance is required meeting City of Chehalis requirements.
- Washington State minimum wage rates compliance is required.
- Any damage to city facilities will be replaced or repaired by the concessionaire and acceptable to the City.
- Proposal shall provide labor, materials, and any equipment needed to accomplish the project.
- The proposal must include any Federal, State, or other taxes including sales tax.

Award of Contract:

The award of contract will be made based on the following criteria:

- Quality of service, food, and menu selection; and
- The provisions of these bid specifications

The selection of the Vendor is at the discretion of the City. Award of the contract will be made by the Chehalis City Council.

<u>RFP</u>

- Proposals must be received and dated no later than 11:00 am, Monday, March 9, 2020.
- Bids should be clearly marked "Recreation Park Sports Complex Concessionaire" and submitted to:

Chehalis City Hall Chehalis City Clerk 350 North Market Blvd. Chehalis, WA 98532