Request for Proposal
City of Woodland Sports Park
Food and Beverage Services

The City of Woodland (City) invites proposals from qualified individuals, partnerships, or companies (Contractor) to provide food and beverage services at the Sports Park. Desired services as detailed below include food and beverage operations and management of the concession trailer for a period of three years. The contract can be extended upon mutual agreement of the City and Contractor. Responsive proposals shall conform to the following schedule and contain the information outlined herein.

A mandatory pre-proposal meeting will be held on site on Wednesday, March 16th, 8 am at the Community and Senior Center. Contractor must attend the mandatory pre-proposal meeting to be considered responsive.

WOODLAND SPORTS PARK FACILITIES

The current Sports Park is Phase I of the projected park and includes a 15-acre park site located behind the Community and Senior Center at 2001 East Street in Woodland, CA. The Sports Park facility amenities are oriented to adult softball, youth and adult baseball and youth and adult soccer and include:

1. Three lighted synthetic multi-use softball/baseball/soccer fields
2. One lighted synthetic multi-use softball/soccer field
3. One lighted synthetic soccer-only field
4. One concession trailer (layout attached)
5. Outside tables for eating
6. One restroom (men's and women's)
7. On-site parking

The facility is part of a larger campus that contains the Community and Senior Center, Wellness Center and Dog Park.

SCOPE OF WORK

Responsive proposals will define the Contractor's ability to provide services outlined below.

Food and Beverages

The menu shall be determined by the Contractor but should include the types of items typically found at a similar facility (hamburgers, hotdogs, chips, candy, ice cream, etc.). Beverages shall be non-alcoholic except for draft beer. The City will set up a "beer garden" area for people to drink beer. The Contractor shall provide a security guard during the hours that beer is available to the public.

Revenue and Expenses

A $2,500 refundable cash deposit shall be paid by the Contractor to the City upon execution of a contract and prior to commencement of services. The City will charge the Contractor the following monthly rental fees for the concession trailer, electrical and water use:

- 1st calendar year: $ 850
- 2nd calendar year: $ 950
- 3rd calendar year: $1,050

All expenses for food and beverages, security guard for beer sales, and all things necessary to prepare, cook, and serve the food and beverages (including refilling the propane tanks) shall be the responsibility of the Contractor. The Contractor will receive all revenue generated from the sales of food and non-

alcoholic beverages. The City will receive a monthly check from the Contractor for 25% of the gross revenue generated from the sale of beer.

The Contractor shall receive 90% of gross revenue generated at special events (4th of July, etc.) and a check will be sent to the City for the remainder, within 10 days of the event. The City will notify the Contractor of any anticipated special event within 30 days of the special event date.

Trailer Maintenance

Prior to the commencement of services, the City and Contractor will perform a walk-through of the concession trailer and agree on its readiness for service. The City will be responsible for ensuring that the trailer is in good working condition and is "move-in" ready for use by the Contractor on an agreed-upon date.

Thereafter, the Contractor will provide annual maintenance and repair of the concession trailer, which results from normal use. Daily clean-up and weekly deep-cleaning of the trailer shall be the responsibility of the Contractor as well. Any damage to the trailer as a result of negligent operation of the Contractor shall be repaired by the City at the expense of the Contractor. The City may hold the Contractor's deposit to cover any unpaid repairs that have been identified as the Contractor's responsibility.

Service Hours

The Contractor shall provide staffing for the concession trailer, at a minimum, between 4 pm and 10 pm on weeknights, and weekends as scheduled events dictate. All other events outside these parameters will be staffed as well, upon request by the City with 30-days advance notice. If inclement weather results in the cancellation of play, then the service requirements are relieved.

The City desires to use the concession service at other locations and events throughout the year. For example, the City currently sponsors the annual 4th of July event at the high school and the Contractor shall be available to service that, and any other special events, with food and non-alcoholic beverages.

Instructors, Conditions and Requirements

The City of Woodland has outlined the requirements herein in as much detail as is currently known. Please provide any exceptions, additional information, or suggestions that will aid in the City's selection process.

The City reserves the right to negotiate terms and specifications/scope of work with the highest ranked Contractor. If an agreement cannot be negotiated the City reserves the right to negotiate with any other Contractor.

Selected Contractor is required to comply with all existing County Health, and State and Federal labor laws. Selected Contractor is also responsible for complying with all OSHA standards and requirements. If Contractor outsources any work or job to a subcontractor, it will be the prime Contractor's responsibility to ensure that all sub-contractors meet the requirements as stated in this RFP.

The City reserves the right to select the appropriate Contractor based on the most qualified proposal, in accordance with the criteria specified below.

At the time of execution of the contract, the selected Contractor is obligated to provide evidence of insurance to include: Worker's Compensation, General Liability, Automobile Liability, Professional Liability in the amount of $1,000,000.00 per occurrence, and abide by the City's insurance requirements.

The successful Contractor shall be an independent Contractor, and nothing shall be construed to cause the Contractor to be deemed or represent itself as an agent or employee of the City. The Contractor shall defend, indemnify, and hold the City of Woodland, its officers, agents, volunteers and employees

harmless from any and all causes of action or claims of damages arising out or related to the Contractor's performance under this contract and shall execute the City's standard form of indemnity.

The Contractor shall be excused from performance hereunder during the time and the extent that he/she is prevented from obtaining, delivering, repairing or performing in the customary manner, by acts of God, fire, war, strike, and loss or shortage of transportation facilities. Contractor shall provide the City satisfactory evidence that non-performance is due to other than fault or negligence on the Contractor's part.

The selected Contractor agrees to maintain a City of Woodland business license for the duration of the contract.

All work shall be done by qualified personnel. Contractor will provide copies of all federal, state, county, and city licenses, certificates, permits as may be applicable.

The Contractor shall provide references and demonstrate that they have the ability to provide this type of services for the City.

The term of the contract shall commence upon execution by the City Council or authorized City representative. The City of Woodland will execute a 3-year contract with an option to renew upon mutual agreement by both parties.

Contractor is required to carefully and fully investigate all of the requirements of this RFP, as well as the site where the work will take place and all work or arrangements needed to fulfill the terms of the proposal. By submitting a proposal, the Contractor represents and certifies to the City that such investigation has been completed and that it fully understands the Scope of Work. A mandatory pre-proposal meeting will be held on Wednesday March 16th, 8 am at the Community and Senior Center to allow interested parties to tour the site and discuss the work with the City.

The City reserves the right to reject any and all proposals when deemed necessary in the City's sole discretion.

The City will not reimburse contractors for any costs involved in the preparation and submission of proposals. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services. Nothing herein shall be construed as an offer.

The City reserves the right to request any contractor submitting a proposal to clarify its proposal or to supply additional material deemed necessary to assist in the selection process.

All submitted proposals and information included therein or attached thereto shall become public records upon contract award.

Special Conditions

A City-approved security guard shall be provided by the Contractor during beer-sales, to monitor the beer garden and Sports Park area and maintain order in accordance with City's policies.

The Contractor must carry a valid liquor license from the California Department of Alcoholic Beverage Control, for the sale of beer on the premises.

Contractor's employees will often be working near or around children. In the interest of ensuring the protection of children who use the Sports Park, the City requires that the Contractor's employees pass a criminal history background check as a condition of working under the contract. No person who has a conviction for any offense listed in California Public Resources Code section 5164(a)(2) shall perform any part of the scope of work, except as permitted by the City. The Contractor shall be responsible for screening its employees and shall, prior to performing work under the contract, provide to the City a

certification stating under penalty of perjury that its employees who are performing work under the contract have passed the requisite background check.

The Contractor shall not use any employee or worker to perform any work under the contract who has a conviction for any offense listed in the California Public Resources Code section 5164(a)(2). The Contractor shall be responsible for conducting background checks of its employees and workers and shall do so in accordance with California Penal Code section 11105.3. The Contractor may apply to the City for a waiver to permit an employee or worker who has not passed the background check to perform work under the contract. Granting of waivers shall be in the City's sole discretion and on a case-by-case basis. Contractor shall not perform any work under the contract until it has provided to the City a certification stating under penalty of perjury that none of the Contractor's employees and workers who are performing under the contract scope of work, with the exception of those for whom the City has granted a waiver, has any convictions for the offenses listed in California Public Resources Code section 5164(a)(2).

Solicitation Schedule

The following is the City's schedule for the selection of a Contractor:

- Request for Proposals made available: Wednesday, March 9th
- Mandatory Pre-proposal meeting: Wednesday, March 16th, 8 am
- Deadline for Questions Friday, March 25th, 5 pm
- Deadline for Proposal Thursday, March 31st, 3 pm
- Staff Review of Proposals Completed Monday, April 4th
- Negotiations with Contractor Completed Friday, April 8th
- Award of Contract by City Council Tuesday, April 19th
- Commencement of Services Friday, April 22nd

Proposal Content

3 hard-copies of the proposals should be submitted by 3:00 pm on Thursday, March 31st to the following address:

City of Woodland Parks and Recreation Department
Attn: Elle Murphy, Recreation Manager
2001 East Street
Woodland, CA 95776
(530) 661-2008

The envelopes containing the proposals should be clearly marked with **"Sports Park – Food and Beverages Services Proposal."**

At minimum, each proposal shall contain the following information:

1. Proposal Date
2. Company name and address, contact name, phone number and email address
3. Overview of the Contractor's qualifications for similar food and beverage services, with at least 2 references that can confirm contractor's qualifications.
4. Indicate certifications or licenses held by company or individuals.
5. Certificate of Insurance
6. Proposals (all copies) must be signed by an authorized company representative
7. Proposals must clearly identify, by name, who will receive offers and counter-offers. The person named will be an authorized agent of the contractor, able to conduct negotiations or written offers in good faith.
8. Business plan indicating how services will be managed, proposed menu items and pricing, hours of operation, marketing plan, and examples of income statements and balance sheets.

9. Staffing plan, including positions and qualification of personnel who will be expected to carry out the contract terms

The responsive Contractor should outline any other (City or contractor) responsibilities, or contractor qualifications not identified above, that will assist the City in its final selection.

Any questions regarding the services requested should be submitted via email to Kris Bain, Recreation Supervisor, City of Woodland, at krista.bain@cityofwoodland.org. The deadline for submitting questions is Friday, March 25th, 5 pm. Any contact with any other City personnel including Council members or Commission members regarding this RFP at any time before the contract is awarded will result in disqualification from consideration.

Selection Criteria

A final contract will be awarded to the responsible/responsive contractor who can best provide the contract services outlined, based on the evaluation by the City of Woodland Parks and Recreation Department. A recommendation will be made to the City Council based on the following selection criteria, which is listed with no implication of priority or weighted value:

1. Evidence of the contractor's experience and qualifications to successfully provide food and beverage services;
2. The ability and willingness of the contractor to meet all requirements as outlined in the RFP;
3. The contractor's ability to supply copies of all current licenses, insurances and/or permits required by local, state and federal government, as applicable;
4. A list of client references, including contact information, relevant to the skills and experience sought herein;
5. Financial ability to contract or to provide the services outlined;
6. Quality of business plan.

END