

TO: James L. App, City Manager
FROM: Julie Dahlen, Director, Library and Recreation Services
SUBJECT: Barney Schwartz Park Concessions Request for Proposals
DATE: October 2, 2012

Needs: For the City Council to authorize City staff to distribute a Request for Proposals for concessionaires at Barney Schwartz Park.

Facts:

1. The City owns two concession stands at Barney Schwartz Park, one adjacent to the softball fields and one adjacent to the soccer fields.
2. The City is currently without a contract concessionaire at either of the Barney Schwartz Park concession stands.
3. Recreation staff has been approached by several parties interested in providing food and beverage service in the Barney Schwartz Park concession stands.
4. City staff has developed a Request for Proposals, outlining the level of service, maintenance expectations and cost relevant to operating the concession stands, and the RFP has been reviewed by City legal counsel.

Analysis &

Conclusion: Food and beverage concession is desirable at Barney Schwartz Park. It provides a valuable service for park users during sporting events, tournaments, and other activities at the park. It is also a source of revenue for the city. The city is currently without a contract concessionaire at Barney Schwartz Park. Several parties are interested in providing food and beverage service at the park.

Policy

Reference: City Purchasing and Payment Procedures Manual.

Fiscal

Impact: Potential to generate \$600 monthly rent.

Options:

- a. Authorize City staff to distribute a Request for Proposals for concessionaires at Barney Schwartz Park.
- b. Amend, modify, or reject the above options.

Attachments

Request for Proposals—Barney Schwarz Park Concessions
Exhibit A—Indemnification and Insurance
RFP application form

REQUEST FOR PROPOSALS CONCESSION OPERATIONS BARNEY SCHWARTZ PARK

I. INTRODUCTION

The City of Paso Robles is requesting proposals for the development and operation of exclusive concession services at Barney Schwartz Park, located at 2970 Union Rd. Concession operations will be provided primarily, but not exclusively, in conjunction with league and tournament sports activities at the park athletic facilities. Leagues and tournaments include, but may not be limited to, adult and youth softball, youth baseball, adult and youth soccer and youth football.

II. CONCESSIONAIRE SERVICES

Concessionaire will be responsible for the operation of two (2) concession stands at Barney Schwartz Park under the following conditions:

1. Concession stands shall be used for the purpose of selling over the counter items such as hot/cold food and beverages, candy, snacks, clothing and novelties. All items sold shall be approved by the Director of Library and Recreation Services. All beer and wine sales must be provided in cups that shall be provided by the City for a fee separate from the monthly fee charged, and adhere to the following specific conditions: Concessionaire must secure and furnish proof of liability insurance specific to alcohol sales; secure and furnish proof of provision of licensed and bonded security in accordance the City standards during events when alcohol is sold; restricting alcohol consumption to designated areas; no alcohol sales during youth events; secure and furnish proof by way of adopted meeting minutes of endorsement of such alcohol sales by the Paso Robles Adult Softball Organization, Paso Robles Youth Sports Council, the Parks and Recreation Advisory Committee and the Paso Robles City Council.
2. Concession stands may be operated individually depending on athletic facility in use (soccer and/or softball). Concessionaire will be required to operate both stands simultaneously if there are scheduled sports activities at the same time at both the softball/baseball facility and the soccer/football facility.
3. Minimum operation of concession stands shall be during all scheduled sporting events, including adult and youth league play, and adult and youth tournaments. Stands shall be open during the first league/tournament game of any day of play as described above, and shall remain open through the completion of the last league/tournament game of any day of play as described above, without closure.
4. The following City-owned equipment is available for concessionaire use: commercial refrigerator, microwave and ice machine (ice machine is in stand #1 only). Concessionaire may also use the City's built-in, outdoor BBQ adjacent to stand #2, so long as cooked food is processed indoors. City approval is required for any additional equipment. Please note that grills, burners and deep fryers may not be used in either concession stand due to County of San Luis Obispo Environmental Health Department requirements.

5. The concessionaire shall be responsible for acquiring, at its sole cost and in a timely manner, any and all necessary permits and licenses from the County of San Luis Obispo Environmental Health Department for the purpose of concession operations. City may provide such assistance as it deems reasonably necessary to process such permits. Concessionaire shall operate stands in accordance with the standards set forth by Environmental Health Department codes and permit specifications.
6. Concessionaire shall pay a \$500 cleaning deposit and shall maintain and keep clean the interior/exterior areas of concession stands at all times in accordance with the standards set forth by Environmental Health Department codes and permit specifications. Failure to consistently maintain the concession stands and surrounding areas in a neat and clean condition shall be grounds for retention of cleaning deposit and/or termination. Concessionaire shall be financially responsible for any damage or maintenance costs caused by his/her negligence.
7. The City shall be responsible for paying the cost of all utilities, including electricity, water and waste disposal, in connection with the operation of the concession. Telephone and Internet service are not available at the site.
8. The Concessionaire agrees to pay City a flat monthly fee of \$600 per month for the use of both the softball and the soccer-field concession stands.
9. The Concessionaire shall be required to indemnify the City and obtain and maintain insurance for the term of the contract consistent with the terms and conditions in Exhibit A (attached).

III. PROPOSAL

There is no maximum proposal length. Proposals should be kept to the minimum length required to address the requirements of the RFP. Proposals shall include a signature line, with name and title of signatory, with three (3) copies submitted in 8 ½" x 11" format with the following elements:

1. Completed Application (attached)
2. Description of similar concessions operations that the applicant and personnel have conducted previously. For each project listed, please include location, description of work, client and time period of operation.
3. Statement of what especially qualifies your organization to perform concession operations for City.
4. Statement that the proposal shall remain valid for a period no less than sixty (60) days.
5. Statement that no conflicts of interest exist in the provision of the proposed services.
6. References (at least 3)

IV. DEADLINE FOR RESPONSE

Responses to the Request for Proposals must be submitted to the Department of Library and Recreation Services by November 9, 2012. Responses received after the specified time and date may not be considered. The City reserves the right to reject all proposals and circulate a new Request for Proposals if it deems necessary or desirable.

Respond to:

**City of Paso Robles
Department of Library and Recreation Services
c/o Julie Dahlen
600 Nickerson Drive
Paso Robles, Ca. 93446**

On the envelope/package, please clearly label:

BARNEY SCHWARTZ PARK CONCESSION OPERATIONS – PROPOSAL

V. SELECTION PROCESS

The City of Paso Robles will establish a screening committee to review and rank all proposals. The City may decide to interview potential concessionaires.

Key criteria to be used by the City in selecting a Concessionaire:

1. Demonstrated experience in successful concession operations.
2. Understanding of the City of Paso Robles' desires and general approach to the service request.
3. Inclusion of all required proposal elements (see item III.)
4. Qualifications
5. Demonstrated ability to provide high-quality service and meet on-site requirements.
6. Ability to work effectively with City staff.
7. Suitability of proposed concession items to venue(s)
8. Satisfactory responses from references.

The City reserves the right to reject any and all proposals, and to negotiate modifications or acceptance of parts of a proposal. Other terms and conditions will be negotiated at the time of selection and the final form of the agreement will be subject to the approval of the City Attorney. All proposals submitted shall become the property of the City of Paso Robles.

VII. FURTHER INFORMATION

Please contact the City of Paso Robles Department of Library and Recreation Services with any questions or further clarification:

Julie Dahlen, Director (805) 237-3993
Lynda Holt, Recreation Manager (805) 237-3987

EXHIBIT A

INDEMNIFICATION

Contractor shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses, including attorneys fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in carrying out the terms of this agreement.

INSURANCE

Contractor shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best's rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Contractor. Contractor and City agree to the following with respect to insurance provided by Contractor:

1. Contractor agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Contractor also agrees to require all subcontractors to do likewise.
2. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
3. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

4. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
5. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Contractor's general liability policy, shall be delivered to City at or prior to the execution of an Agreement.
6. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
7. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
8. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
9. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
10. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
11. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



CITY OF EL PASO DE ROBLES
Barney Schwartz Park Concessions—RFP Application

APPLICANT INFORMATION		
Business Name	Date	
Contact Person	email	
Mailing Address		
City	State	ZIP
Business Phone	Cell Phone	
Please list other company principals, including their concession experience and responsibilities		
1.		
2.		
3.		

PERSONNEL <small>Please list all other concession staff and their duties</small>

REFERENCES	
<i>Please list three professional references.</i>	
Full Name	Relationship
Company	Phone ()
Address	
Full Name	Relationship
Company	Phone ()
Address	
Full Name	Relationship
Company	Phone ()
Address	

DISCLAIMER AND SIGNATURE

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.

Signature

Date

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