

**The City of Richland Parks and Public Facilities Department
2019 Park Vendor Application**

I. PURPOSE OF THE REQUEST

The City of Richland Parks and Public Facilities Department (RP&PFD) is seeking concession contractors to provide recreational and food & beverage services at the parks identified in this application. This application is intended to encourage vendors to clearly show that they are qualified to provide service in a consistent, friendly and positive manner. Each vendor must clearly identify their knowledge of concessions operation, food safety practices, contract relations and demonstrate financial stability. Requirements and RP&PFD needs are outlined in this application.

II. RFP SELECTION PROCESS SCHEDULE

The departments proposed schedule for review of the proposals and final selection of the vendor is as follows:

Prior to February 1, 2019	Distribute applications
February 22, 2019	Applications due by 4:00 pm
March 8, 2019	Applications evaluated and vendor selected
March 29, 2019	Concessionaire's Agreement sent to selected vendors

PROPOSAL SUBMISSION DEADLINE

Applications must be mailed to:

City of Richland
Parks and Public Facilities Department
Att: Phil Pinard
505 Swift Blvd., MS 6
Richland, WA 99352

Or delivered prior to 4:00 pm on February 22, 2019 to City Shops, Building 100, 2700 Duportail Street, Richland, Washington (Richland Walmart/Target/Home Depot area)

III. GUIDELINES

Please note the following general requirements apply to all submitted proposals:

1. The application must be signed by the company officer with the authority to legally bind the company to a contract with the City.
2. Provide all references and materials required by these instructions.
3. If clarification is required, submit questions in writing (e-mail will suffice) to Phil Pinard, ppinard@ci.richland.wa.us . Please allow at least one business day for a response.

4. Provide a sealed package containing three proposals (a marked “original” and two copies) to the RP&PFD at the address provided on sheet one before the due date and time. Proposals that are submitted incomplete, by email, received after the due date or do not include the completed required forms, will not be considered.

5. Clearly mark the exterior of the sealed package “Richland Parks and Public Facilities Department, 2017 Vendor Application”.

6. All submitted proposals become the property of the Department.

IV. PROPOSED SITES AND INFORMATION

A. Park Sites

1. George Prout Pool, 1005 Swift Blvd.

Description: City pool. Classes and open swim

Desired business hours: The pool is open from June to August, from 7:00 am to 9:00 pm weekdays and noon to 8:00 pm weekends. Please check the Richland summer brochure for exact operating times.

Space: A concrete pad with power is located at the west side of the parking lot below the pool.

Utilities: No utilities are provided at the vendor location

2. John Dam Plaza, 815 George Washington Way

Description: Central Business District urban plaza

Required business hours: Hours of operation shall be at a minimum 11:00 am to 2:00 pm Monday - Friday. Vendor would need permission from event sponsors to operate during private special events in the park including Live @5. If you are not invited to participate in the private event you will be required to remove the food truck/vending stand from the park for the duration of the event. Please keep in mind that John Dam Plaza hosts 2-4 private events per week during the spring and summer season.

Space: Seven concrete pads with power are available.

Utilities: Each pad will have a 50 amp outlet. Potable water is not provided at each pad.

3. Howard Amon Park, 75 Lee Blvd

Description: Sturgeon Cove Playground, water front, wading pool, Community Center, Lee dock, Riverfront Trail, and tennis courts.

Desired business hours: Hours of operation could be from 10:00 am to 8:00 pm. Vendors shall be closed for the following events: Art in the Park, Richland Regatta and Tumbleweed Music Festival unless permission is obtained from the event sponsor.

Space: A concession room is available in the building on Lee Blvd. A portable vending stand could be located near the concession building or at other locations approved by the City.

Utilities: Electrical power is available

Other vendors: A vendor will operate out of the existing concession building selling soda pop, ice cream, and candy. Other non-competitive vendors may also operate in Howard Amon Park

4. Leslie Groves Park, 40 Park Street

Description: Water front, swim area, Riverfront Trail, playground, picnic shelters, sand volleyball courts

Desired business hours: Hours of operation could be from 10:00 am to 8:00 pm. Vendor would need permission from event sponsors to operate during special events in the park.

Space: A portable vending stand would be located near the Park Street entrance.

Utilities: Utilities are not available.

5. Columbia Point Marina Park, 660 Columbia Point Drive

Description: Water front, boat launch, Riverfront Trail, playground, picnic shelters

Desired business hours: Hours of operation could be from 10:00 am to 8:00 pm. Vendor would need permission from event sponsors to operate during special events in the park.

Space: A portable vending stand would be located on the east side of the parking lot near the restroom building.

Utilities: Electrical power is available.

6. Howard Amon Park, 75 Lee Blvd

Description: Howard Amon Park Concession Building

Desired business hours: Hours of operation could be from 10:00 am to 8:00 pm. Vendor would need permission from event sponsors to operate during special events in the park.

Utilities: Electrical power is available

Other vendors: Other vendors may also operate in Howard Amon Park, i.e. ice cream, snow cones, smoothie drinks.

7. Badger Mountain Park, 350 Keene Road

Description: Sports Fields, off leash dog park, splash & play, playground, picnic shelters

Desired business hours: Hours of operation could be from 10:00 am to 8:00 pm. Vendor would need permission from event sponsors to operate during special events in the park.

Space: A portable vending stand would be located on a concrete pad adjacent to the splash & play.

Utilities: Electrical power is available.

8. Horn Rapids Athletic Complex, 2000 Snyder St.

Description: Four softball fields, playground, restroom/concession building.

Desired business hours: Hours of operation could be during tournaments, games, practices, etc..

Space: A concession building is available.

Utilities: Electrical power, water and sewer are available.

7. Other Park Locations

If the applicant desires to operate in a park not identified above please identify the park and location you wish to operate at in your application.

- B. All applicants are encouraged to visit the sites prior to submitting a proposal. Site visits may be arranged by contacting Mr. Pinard at 509-942-7463 or ppinard@ci.richland.wa.us. Contracts are awarded on an annual basis and may be renewed annually if performance standards are met. The selected vendor will be expected to comply with all City of Richland ordinances, park rules, business licensing and Public health food services requirements. The selected vendor will also be expected to keep the concessionaire area clean and provide daily clean up. RP&PFD will award exclusive concession agreements with concessionaries that best demonstrate the ability to provide a healthy, innovative, affordable, and provides reliable service to park patrons while paying the highest and most reasonable return to the RP&PFD.

Applicants may bid on more than one location. Separate agreements and rental fees will apply to each location.

Applicants are advised to determine specific Benton-Franklin Health Department requirements for the proposed concession site(s). It is the responsibility of the applicant to verify that adequate water and electrical needs are present at the site for the equipment proposed to be used.

Any modifications or improvements to the concession area shall be at the sole expense of the selected vendor. And will require advance notice of the Richland Parks and Recreation Department.

- C. The applicant understands and agrees that RP&PFD will only grant concession by an agreement and not by lease. Concession agreements will only confer permission to occupy and use the premises described for the concession purpose. A successful applicant expenditure of capital and/or labor in the course of use and occupancy will not confer and interest or estate in the premises by virtue of said use, occupancy and/or expenditure of money thereon. RP&PFD will only grant successful applicants (Contractor's) an individual revocable and non transferable privilege of use in the premises for the concession granted.

V. REQUIREMENTS DUE FROM VENDORS

If you are awarded a contract, the following items will be due upon issuance of your concession agreement:

1. City of Richland Business License. Please be advised that you must present a current copy of a valid City of Richland Business license prior to being awarded an agreement.
2. Leasehold Excise Tax: Please be advised that Washington State Leasehold Excise Tax will be due over and above any and all concession fee payments made to the City. Applicants are advised to consult their financial advisors. At this time Washington State leasehold Excise Taxes are 12.84% of the net payments to the City. This tax is remitted to the Department along with each concession payment.

3. Insurance.

- a. Insurance Term. **RNLL** shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with **RNLL's** operation and use of the Premises.
 - 1.
- b. No Limitation. **RNLL's** maintenance of insurance as required by this Agreement shall not be construed to limit the liability of **RNLL** to the coverage provided by such insurance, or otherwise limit the **City's** recourse to any remedy available at law or in equity.
- c. Minimum Scope of Insurance. **RNLL** shall obtain insurance of the types and coverage described below:
 - 2.
 - i. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The **City** shall be named as additional an insured on **RNLL's** Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.
 - 3.
 - ii. Property insurance shall be written on an all risk basis.
 - 4.
- d. Minimum Amounts of Insurance. **RNLL** shall maintain the following insurance limits:
 - 5.
 - i. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 - 6.
 - ii. Property insurance shall be written covering the full value of **RNLL's** property and improvements with no coinsurance provisions.
 - 7.
 - iii. Worker's compensation in statutory amounts.
 - 8.
 - iv. Employer's liability insurance with a minimum combined single limit of \$1,000,000.
 - 9.
 - v. Automobile insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 - 10.
- e. Other Insurance Provisions. **RNLL's** Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the **City**.

Any insurance, self-insurance, or self-insured pool coverage maintained by the **City** shall be excess of **RNLL's** insurance and shall not contribute with it.

11.

- f. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

12.

- g. Verification of Coverage. **RNLL** shall furnish the **City** with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of **RNLL**.

13.

- h. Waiver of Subrogation. **RNLL** and the **City** hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the Premises. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

14.

- i. Notice of Cancellation. **RNLL** shall provide the **City** with written notice of any policy cancellation within two (2) business days of its receipt of such notice.

15.

- j. Failure to Maintain Insurance. Failure on the part of **RNLL** to maintain the insurance as required shall constitute a material breach of this Agreement, upon which the **City** may, after giving five (5) business days' notice to **RNLL** to correct the breach, terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the **City** on demand.

16.

- k. Full Availability of **RNLL** Limits. If **RNLL** maintains higher insurance limits than the minimums shown above, the **City** shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by **RNLL**, irrespective of whether such limits maintained by **RNLL** are greater than those required by this Agreement, or whether any certificate of insurance furnished to the **City** evidences limits of liability lower than those maintained by **RNLL**.

VI. PROPOSAL EVALUATION PANEL AND SUBMISSION PROCESS

A panel comprised of City employees will review the qualified applications. The panel will score the application if competing applications exist for the same location and determine the highest qualified Applicant, conduct interviews as necessary, and make forward the final decisions of the panel to the Parks and Public Facilities Director for final approval.

The following criteria will be used to evaluate the RFP submittals:

A. Days and Hours of Operations 20 points

How many days per week and during what hours do you intend to operate the concession? What date would you prefer to open and what date will you close?

B. Products/Services to be offered 30 points

What product(s) do you intend to offer? What size(s)? What Price(s)? What nutritional; snacks do intend to offer?

C. Concession Experience/Business References 30 points

D. Proposed Rental Fee 20 points

VII. APPLICATION

The application should be prepared simply, providing straight forward concise descriptions of applicant's capabilities to satisfy the requirements of the request. All proposals must include the following:

A. Legal name of organization, firm, individual of those submitting the RFP. Include address of principle place of business, phone numbers, and primary person to contact.

B. Business experience; how long has the organization been in business; descriptions of businesses, number of employees.

C. Concession proposal;

a. In your proposal, please address the following:

- i. What parks are you submitting your proposal for?
- ii. Please give us an example of menus and services you wish to provide
- iii. Please give us an example of prices of the above items
- iv. Please describe your food safety procedures.
- v. Do you need any temporary site improvements?

D. Client References; (Please provide three)

Provide information about three similar clients for whom you currently or recently have provided vendor services for.

E. Business or Financial References.

Please provide three financial or business references. These could include financial institutions, suppliers, insurance companies, clients, etc. Please do not include the same references for both D and E.

F. Compensation

i. Please provide a monthly rental rate you are prepared to pay to operate a portable vending stand in each particular park you are interested in.

Your monthly rental rate must at a minimum be:

Motorized vending vehicle	\$50.00
Portable vending Stand	\$150.00
Howard Amon Park Concession Building	\$300.00

G. Pictures

Please provide 3-4 pictures of your food truck, trailer or other equipment/structures that you propose to set up to support your business.

