

Request for Proposal

The City of Logan Parks and Recreation Department is requesting proposals for **Food and Non-Alcoholic Beverage Concessionaire Services** for the upcoming year. The contracts for 2017 will include the following sites: Willow Park Sports Complex (450 West 700 South), and Don Reese Park Baseball Complex (1200 North 400 West). Vendors can bid on both or individual sites separately.

For additional information or questions related to this request contact Dan Blakely, Recreation Manager, by phone at 435-716-9247 or email at dan.blakely@loganutah.org. For questions regarding business license requirements, contact Stacy Christoffersen, Business License Division, by phone at 435-716-9230 or email at stacy.christoffersen@loganutah.org.

Proposals will be accepted until **2:00 p.m., Thursday, March 30, 2017**. Proposals can be submitted to City Hall, Attn: Purchasing Agent, 290 North 100 West, Logan UT, 84321 identified as "Concessionaire Services" on the exterior envelope, or by email to lori.mathys@loganutah.org, or by fax to (435) 716-9189.

The City of Logan reserves the right to reject any or all proposals, to waive informalities or irregularities in the proposals received, to reject non-conforming, non-responsive or conditional proposals, and to accept the proposal which in the judgment of the City of Logan best serves its needs.

Dated this March 22:00, 2017.

Lori Mathys
Purchasing Agent

City of Logan
Parks and Recreation Department

The City of Logan is soliciting proposals for concessionaire services at the **Willow Park Sports Complex** located at 450 West 700 South.

General Information

The softball programs run Monday through Thursday from approximately May 15, 2017 until October 20, 2017. Concessions are to be available from **6:00pm to 9:30pm** on weekdays. A schedule of games will be provided.

Upon awarding the contract, a restaurant/food services license from the City of Logan will be required.

Available to the concessionaire are a refrigerator, freezer, and electrical outlets for other appliances (subject to change). Due to fire code grilling is not allowed.

Concessionaire to comply with the attached Minimum Performance Criteria

Selection of Proposal

The selection of a proposal is based upon the following:

- a. Resume indicating prior experience in required services
- b. A proposal for revenue sharing (minimum of gross sales is **10%**; and proposal for revenue sharing less than this amount will not be considered)
- c. A list of items (with prices) to be sold
- d. Proof of ability to comply with attached insurance requirements (Exhibit A) if selected

City of Logan
Parks and Recreation Department

The City of Logan is soliciting proposals for concessionaire services at the **Don Reese Park Baseball Complex** located at 1200 North 400 West.

General Information

The baseball programs run on weekdays from approximately May 15, 2017 until June 30, 2017 and concessions should be available from 5:00pm until 8:00pm during scheduled games. The baseball programs also run on Saturdays from approximately April 15, 2017 until June 24, 2017 and August 26, 2017 until October 14, 2017. Concessions should be available on Saturdays from 9:30am until 6:00pm. A schedule of games will be provided.

Upon awarding the contract, a restaurant/food services license from the City of Logan will be required.

Available to the concessionaire are a refrigerator, freezer, and electrical outlets for other appliances (subject to change). Due to fire code grilling is not allowed.

Concessionaire to comply with the attached Minimum Performance Criteria

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City of Logan
Parks and Recreation Department

Minimum Performance Criteria for Concessionaires:

1. Operate according to hours stipulated in agreement
2. Maintain current records that easily identify daily sales transactions
3. Make monthly payments to the City in a timely manner
4. Uphold and enforce the terms governing the prohibition of alcohol, tobacco, and illegal drug use during the performance of duties under this agreement
5. Address all of the required fees as stipulated in the agreement
6. Obtain a current, valid certificate of insurance maintaining required coverages and naming the City as an additional insured on the policy certificate
7. Comply with the following restrictions: no offensive, noisy, or dangerous trade, business, manufacturing, occupation of any activity contrary to this agreement, or anything that causes waste to the premises
8. Comply with the policy which states no display of posters, brochures, written materials within or on the premises should be posted without prior written consent from the Director
9. Hold a valid food handler's permit
10. Hold a valid City business license
11. Exemplify excellent customer service; evidence shall include reports from Department staff and patrons
12. Be able to satisfactorily resolve customer complaints
13. Deliver healthy, nutritious alternatives in addition to traditional food and non-alcoholic beverages
14. Offer reasonable prices that are pre-approved by the City
15. Careful evaluation shall be given to concessionaire's business relationship, general courtesy, and overall customer service with Department staff and patrons

**CITY OF LOGAN
PARKS AND RECREATION DEPARTMENT
CONCESSIONAIRE AGREEMENT**

This AGREEMENT is made and entered into as of the _____ day of _____, 2017, by and between the City of Logan, a Utah municipal corporation, hereinafter referred to as the “CITY”, and _____, hereinafter referred to as “CONTRACTOR”.

WITNESSETH:

WHEREAS, the CITY desires to contract with contractor to provide services to the City of Logan Parks and Recreation Department as more particularly set forth herein; and

WHEREAS, CONTRACTOR is willing to provide the following described services in accordance with the terms and conditions of this Agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. CONTRACTOR shall provide the following described services to the City of Logan Parks and Recreation Department as contracted by the Department Head:
Concession services that include healthy, nutritious alternatives in addition to traditional food and non-alcoholic beverages at the _____ as set forth in the RFP dated _____ 2017, the Proposal, and Minimum Performance Criteria for Concessionaires.
2. Term. CONTRACTOR shall perform all work and services provided for in this Agreement within the following time period:
_____, 2017 through _____, 2017. This Agreement will automatically renew for an additional three (3) year period and under the same terms and conditions unless one of the parties terminates the Agreement in accordance with Section 7 herein.
Services shall be performed at those locations specified by the Department Head in accordance with schedules furnished to CONTRACTOR by the City of Logan Parks and Recreation Department.

Services shall be performed at all scheduled game times.
3. Compensation. CONTRACTOR hereby agrees to pay CITY compensation for services rendered as follows:
CONTRACTOR agrees to pay CITY _____% of all gross revenues generated from sales.

CONTRACTOR shall be responsible to pay all taxes, including but not limited to, federal and state income taxes, social security and Medicare taxes. CONTRACTOR shall in good faith comply with the agreed upon gross receipts paid to the CITY for use of the premises with payments made by the 5th day of each month to the CITY.

CONTRACTOR shall provide a financial report to the Parks and Recreation Department on or about _____, 2017 and again at the agreed upon completion date of

contracted services, detailing amount of goods sold from CONTRACTOR'S gross receipts. Such gross receipts shall represent CONTRACTOR'S monthly payment at the agreed upon percentage to the CITY. Upon the last day of each month, a gross sales report for the month will be generated to be submitted with payment, on or before the 5th day of the following month.

4. **Independent Contractor.** CONTRACTOR hereby acknowledges and agrees that it is an independent contractor and not an employee of the CITY. CONTRACTOR and its employees are not entitled to any benefits from Logan City. CONTRACTOR shall be responsible for all expenses incurred by CONTRACTOR in the performance of its services pursuant to this Agreement. CONTRACTOR and his/her employees shall not be entitled to receive any compensation and/or benefits from the CITY except as expressly set forth herein.
5. **Performance.** CONTRACTOR agrees to perform its service in a timely and lawful manner to the best of CONTRACTOR'S ability, experience, and talent. All duties shall be performed to the reasonable satisfaction of the CITY. The CONTRACTOR shall devote such time and effort as is necessary in order to perform its obligations under the Agreement. Contractor shall not exhibit any signs of alcohol, tobacco, or illegal drug use while performing the duties stated above.
6. **Required Fees.** CONTRACTOR shall provide official receipt of payment of required state of Utah Health Department and City of Logan Business License fees at the time of signature of this Agreement. Failure to produce documentation of the required receipts within ten (10) days of the stated date of operation shall result in termination of this Agreement between the CITY and the CONTRACTOR.
7. **Termination.** Either party shall have the right to terminate this Agreement for any reason upon (10) ten days' advance notice in writing to the other party of such termination. If the CONTRACTOR terminates the Agreement, the CONTRACTOR shall be obligated, at CITY'S discretion, to compensate CITY for expenses directly related to the canceled service.
8. **Indemnity and Hold Harmless.** CONTRACTOR hereby agrees to indemnify and hold the CITY, its officers, employees, representatives, and agents harmless from any and all injuries or damages incurred as a result of CONTRACTOR'S acts and/or omissions in performing its services pursuant to this Agreement. CONTRACTOR shall obtain and maintain adequate public liability insurance from a reputable insurance company in amounts set forth in Exhibit A of the RFP, and shall cause the CITY to be named as a co-insured on such policy. CONTRACTOR shall also provide Workman's Compensation Insurance for any employee of the CONTRACTOR as required by Utah law. In addition, CONTRACTOR shall include on such verification of insurance any special rider or exculpatory clauses attached to or included in the policy of insurance.
9. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and that previously negotiated between both parties as agreed to including menu items and pricing, gross receipt amounts and monthly reconciliation, monthly payments to the CITY, hours and dates of operation, responsibility of keys, care and cleaning of Concession Building equipment and facilities, and service to customers including vendors and suppliers. City will paint floor in concessions area and walls as needed, as determined by the City.

10. Assignment. This Agreement is personal to CONTRACTOR and shall not be assigned to any other person and/or entity.
11. Restrictions. CONTRACTOR shall abide by the following restrictions at the _____ Building:
- a. CONTRACTOR'S use of the driveway to the Concession Building is for deliveries only and is limited to the hours of scheduled play for that day. Other than for deliveries, CONTRACTOR is permitted to park vehicles only in the parking lot area designated by the CITY.
 - b. CITY shall not in any way for any purpose become an agent, partner or joint user of CONTRACTOR in its business or otherwise.
 - c. CONTRACTOR shall not use premises for or permit on or upon the Complex any nuisance, or offensive, noisy or dangerous trade, business, manufacturer or occupation; any activity which violates public policy or any auction, liquidation, fire or bankruptcy sale. CONTRACTOR shall not cause, permit, or suffer any waste to the premises.
 - d. CONTRACTOR shall not display any posters, brochures, or written material within the _____ Complex without prior written consent of the Director of Parks and Recreation.
 - e. CONTRACTOR shall obtain and maintain a valid food handler's permit from the Bear River Health Department.
 - f. CONTRACTOR shall obtain and maintain a valid City of Logan business license.
 - g. CONTRACTOR shall exemplify excellent customer service skills while under this agreement. CONTRACTOR'S inability to satisfactorily resolve customer complaints shall constitute grounds for termination of this agreement as outlined in this agreement.
12. Incorporation of RFP and Proposal. The provisions of that certain Request for Proposal ("RFP") for _____ issued by CITY on _____ and that certain proposal dated _____ responding to the RFP ("Proposal") are hereby incorporated into this Agreement by this reference. In the event of a conflict between the provisions in this Agreement, the Proposal and/or the RFP, the conflict shall be resolved by reference to the documents in the following order of priority: (a) this Agreement; (b) the Proposal; and (c) the RFP.
13. Separability Clause. A declaration by any court, or any other binding legal authority, that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement, unless the provisions are mutually dependent.

IN WITNESS WHEREOF, the parties hereto have this Agreement by and through their respective duly authorized representatives as of the day and year first herein above written.

LOGAN CITY:

CONTRACTOR:

Craig Petersen, Mayor

ATTEST:

Teresa Harris, City Recorder

Address:

290 North Main
Logan UT 84321

Address:

SAMPLE

EXHIBIT A

CITY OF LOGAN

INSURANCE AND BOND REQUIREMENTS

FOR: Parks and Recreation 2017 Concessionaire Services

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$2,000,000. Limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** Not applicable.
3. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence. "Any Auto" coverage is required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. **PAYMENT and PERFORMANCE BONDS:** Not applicable.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Logan City. At the option of Logan City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Logan City, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to promptly disclose to Logan City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

A. Logan City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Logan City, its officers, officials, employees or volunteers.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Logan City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Logan City, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Logan City, its officers, officials, employees or volunteers.

D. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. **ACCEPTABILITY OF INSURERS**

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the City's Risk Manager, or his designee, **a minimum of five (5) business days prior to bid or proposal deadline.**

F. **VERIFICATION OF COVERAGE**

Contracting party shall furnish Logan City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Logan City before work commences. Logan City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. **SUBCONTRACTORS**

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.