

**KITSAP COUNTY
PARKS DEPARTMENT**



RFP 2017-162

**SUBMISSION DEADLINE:
THURSDAY, JANUARY 4, 2018 3:00 PM**

KITSAP COUNTY
2017-162
Kitsap County Parks
GORDON FIELD FOOD CONCESSIONAIRE

RESPONSE DUE: Thursday, January 4, 2018 3:00 PM

Kitsap County Purchasing Office is soliciting proposals from qualified vendors for the operation of a concession stand located at the Kitsap County Fairgrounds & Events Center's Gordon Field, 1400 NW Fairgrounds Road, Bremerton, WA 98311. This concessionaire service does not extend to tournaments or contracted user groups which are allowed to provide their own concessions during their respective events.

Space Description:

There is no concession building at Gordon Field. Vendor may park either an espresso trailer or a food truck/trailer. Suggested hours of operation are during games: Saturday and Sunday, 9am-7pm. The concessionaire may choose to extend the hours or days and/or remain open for late games or come in earlier for earlier games. Concessionaire may choose to open during normal breakfast, lunch or dinner hours only. Additional closures during established hours of operation will be posted at least 24 hours in advance. The Parks Department will provide vendor with weekly field schedules to assist in concession scheduling.

Additional Requirements:

1. All food and beverages, and preparation thereof, shall be provided by the Vendor.
2. At all times the booth is open, at least one of the vendors at the booth will have a Food Handler's permit issued by the Kitsap County Health District, and vendor will comply with any other County or State required permits or licenses.
3. The Vendor shall be responsible for maintaining the leased space in compliance with local health codes and to a standard approved by Kitsap County Parks.
4. The Vendor is required to provide a Certificate of Liability Insurance prior to award of Contract.
5. The Vendor shall maintain adequate records which will be open to audit by the County if requested.

All interested parties must submit proposals that include history of operations in similar business ventures, expertise, and a sample menu, including pricing, along with the proposed compensation to the County. Pursuant to RCW 74.18.200, 74.18.210, 74.18.220, priority shall be given to proposals of blind persons licensed by Randolph-Sheppard Act, 20 U.S.C sec 107 et seq. If no blind persons so licensed submit proposals, concessionaires will be evaluated based on set selection criteria.

Selection Criteria

The following criteria will be used in evaluating the proposals:

1. Experience and ability of Vendor
2. Management experience, operating efficiency and profitability
3. Previous experience in similar operations
4. Creativity
5. Specialized qualifications of Vendor
6. Ability to staff the concessions

Insurance

For the duration of the contract and until all service specified in the contract is completed, the Vendor shall maintain in effect all insurance as required herein and comply with all limits, terms and conditions stipulated therein. The contractor's insurer shall have a minimum A.M. Best's rating of A-VII. Vendor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the County before work commences. If for any reason, any material change occurs in the coverage during the course of the contract; such changes shall not become effective until 30 days after Kitsap County has received written notice of such changes. The policy shall be endorsed and certificate shall reflect that Kitsap County is an additional insured on the vendor's general liability policy with respect to activities under the contract. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom a claim is made or a suit is brought except with respect to the limits of the company's liability. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the County shall be excess and not contributory insurance to that provided by the Vendor. The limits required are as follows:

Type	Occurrence (Not less than)	Aggregate (Not less than)
Workers' Compensation	Statutory	
Business Auto Policy (CA 00 01) Or Equivalent Non-owned & hired Owned	\$1,000,000 CSL	\$2,000,000
Commercial General Liability (CG 00 01) Premises/operations Products/completed operations Personal Injury Explosion, collapse & underground Contractual liability	\$1,000,000	\$2,000,000

Submittals

Five (5) copies of the proposal must be submitted with the Request for Proposal (RFP) number and the name and address of the respondent clearly stated on the outside of the envelope. The proposal should include the following information:

- Resume
- Menu (including prices)
- Proposed Rent/Compensation

Please mail proposal documents, or deliver by hand, to the Kitsap County Purchasing Office at:

MAIL:
 Kitsap County Purchasing Office
 614 Division Street, MS-07
 Port Orchard, WA 98366

HAND DELIVER:
 Kitsap County Administration Building
 Fourth Floor
 619 Division Streets
 Port Orchard, WA 98366

Questions regarding the above RFP can be directed to Colby Wattling, Buyer (360) 337- 7036

Proposals received after 3:00p.m January 4, 2018 will not be considered.

ADDENDA ACKNOWLEDGEMENT RECEIPT

Receipt of the following addenda to the solicitation documents is hereby acknowledged:

Addendum Number	Date of Receipt of Addendum	Signed Acknowledgement
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

(Note: Failure to acknowledge receipt of the addendum may be considered an irregularity in the proposal.)

**-SAMPLE CONTRACT DRAFT-
AGREEMENT FOR CONCESSION SERVICES
KC- -18**

This agreement is made and executed by and between **Kitsap County** (County) and _____ (Concessionaire), in consideration of the mutual covenants contained herein as follows:

1. **PURPOSE:** County has a need for a Concessionaire to provide food/espresso services at Gordon Field located at 1400 NW Fairgrounds Road, Bremerton, WA 98311 (excluding any contracted events or tournaments).
2. **TERM AND RENT:** County hereby contracts with the Concessionaire to provide concessionaire services at the County for a period of three years from date of execution of the contract and renewable annually for two additional years provided that the Concessionaire has not been in default in payment required hereunder and has properly operated during the initial contract to the complete satisfaction of the County. Concessionaire shall pay the first business day of each month \$_____ rent on the space described in the attached proposal beginning at contract signing to Kitsap County Parks Department at 614 Division Street MS-1, Port Orchard, WA 98366. This contract does not include contracted events or tournaments.
2. **SERVICE PROVIDED:** All services performed under this agreement shall be conducted under the general supervision of the Kitsap County Parks Director, or an authorized representative, and shall be performed in such a way as to not interfere with the orderly operation of the County. Concession sales shall be conducted at the designated location. The Concessionaire shall provide snack items to the general public except at tournaments or contracted events. Concession stand hours will be _____. If an early closure is necessary, the Concessionaire will post signs to such effect at the Park location in advance of early closure.
3. **EQUIPMENT/ ACCESS:** At the termination of the agreement, the Concessionaire may remove its own equipment but will be responsible for leaving the premises in the same condition as existed at the inception of this agreement, and will reimburse the County for damage to the premises at the end of the agreement beyond reasonable wear and tear. Performance of this paragraph shall be conducted to the satisfaction of the County as a condition to releasing the Concessionaire or its surety from obligation.
4. **CONDITION OF THE PREMISES:** The Concessionaire shall be responsible for maintaining the premises and the service area in a clean and sanitary condition at all times. Furthermore, the Concessionaire shall maintain the premises in accordance with all County and State regulations, public health and sanitation standards, applicable fire code and safety standards and any and all other applicable ordinances, laws, codes or regulations. The County shall have the right at all reasonable times to inspect the premises to ensure compliance.
5. **RECYCLE:** Concessionaire shall be solely responsible for proper disposal of recyclable items and trash in bins that are provided by the County. Recyclable items shall include aluminum beverage cans, plastic #1 soda bottles, plastic #2 mil jugs, and flattened corrugated cardboard, with jugs rinsed prior to placement in the recycle bins. Kitsap County reserves the right to add or eliminate commodities.

6. CLOTHING: All employees of the Concessionaire shall be neatly attired in clean appropriate clothing and shall use proper hygiene. All employees will have Kitsap County Health Certificates as a requirement of employment.
8. LIMITATIONS: Concessionaire may ask contracted agencies or tournament directors for permission to provide concessions for their events. These user groups have the right to decline this service. If they choose to hire the concessionaire, these user groups may pass on the concession fee for this service to the concessionaire (\$49/day).
9. SIGNAGE/ CONSTRUCTION: The Concessionaire shall have all signage and construction approved by the Parks Director or designee and such approval shall not be unreasonably withheld.
10. PRICING OF GOODS AND SERVICES: The parties agree that the prices of goods and services shall be set by the Concessionaire. Washington State Sales tax shall be added to all goods and services that are required by law. Any change in prices will be negotiated with the Parks Director. In the event the parties cannot agree on the applicable pricing, the price of the Concessionaire shall be adopted for a period of three months, or one rental period. If such pricing reduces the quarterly revenue payable to the County under paragraph 2, the parties agree to renegotiate the pricing to further increase sales and revenue to the County.
11. DELIVERIES: Deliveries of all supplies, goods, wares, merchandise and equipment shall be made so as not to interfere with operation of the park.
12. RIGHT OF ENTRY: The Parks Director and his/her representatives, shall have unrestricted right to be on the premises at all times.
13. INDEMNITY: Concessionaire agrees to indemnify and hold harmless the County, it's elected officials, officers, employees and agents against any and all claims, demands, causes of action, damages, costs and liabilities in lay or equity of every kind and nature whatsoever, directly or indirectly resulting from or caused by the use and occupation of the facilities and herein before described, whether such use is authorized or not or from any act or omission of Concessionaire, or any of its officers, agents, employees, guests, patrons, or invitees. The Concessionaire shall, at its sole risk and expense defend any and all suits, actions, or other legal proceedings which may be brought or instituted against the County, it's officers, and employees or any such claim, demand or cause of action. The Concessionaire shall pay and satisfy any judgment or decree which may be rendered against the County, its officers or agents and the Concessionaire shall pay for any and all damages to the property of the County for loss of theft of such property done or caused by the Concessionaire, its officers, agents, guests, patrons or invitees.
14. INSURANCE:
 - a. Concessionaire shall procure and maintain during the life of the contract commercial liability insurance of not less than \$1,000,000 injury, personal injury, products liability and property damage; including legal liability for damage to property of the County including fire arising out of or in connection with Concessionaire's activity. In addition to the Concessionaire, the County, it's elected officials, officers, employees and agents shall be named as additional insured whether or not such insured's shall have other insurance against any loss covered by said insurance. Concessionaire's policy shall be primary over any insurance carried by the county.
 - b. Certificates of Insurance shall be furnished to the County and shall be kept current at all times. The certificates shall provide that if policy or policies shall be cancelled by the

insurance company or the Concessionaire during the term of this contract, thirty (30) days written notice, prior to the effective date of said cancellation, will be given to the County. All insurance shall be reviewed by the County's Risk Manager and subject to their approval.

15. **INSURANCE/ WORKERS COMPENSATION:** The Concessionaire agrees to comply with all State requirements relating to Worker's Compensation Insurance and in addition affirms and agrees for the purpose of complying with requirements of RCW 51.08.195 and in fact, for all purposes under this contract:
- a. Concessionaire is and has been at all times relevant hereto free from the control of direction of Kitsap County over the performance of the services rendered under this contract.
 - b. All services performed are either outside the usual course of business activities of the County, or performed at a place of business outside County offices, or are performed at a location under contract to or paid for by the Concessionaire.
 - c. Concessionaire is customarily engaged in a private and independent business or profession of the same nature as the performed hereunder.
 - d. Concessionaire is solely responsible for and shall pursuant to this requirement file timely with the IRS for all activities under this contract.
Tax ID number is 91-1394328
 - e. Concessionaire has established an account with the Department of Revenue and has received a unified State Taxpayer number from Washington State for the payment of taxes on the business hereunder.
UBI number 601-038-038
Beginning on the effective date of this contract, the contractor shall maintain a separate set of books, accounts, and records that reflect all items of income and expense for the business performed hereby.
- 16: **LAWS AND ORDINANCES:** The Concessionaire shall procure all permits and licenses and pay all charges and fees necessary and incidental to the lawful conduct of its services hereunder. Furthermore, it shall be the responsibility of the Concessionaire to be fully informed of all existing and applicable federal, state and local laws, ordinances and regulations which in any way affect the fulfillment of the agreement and see to the compliance of same, at all times.
- 17: **ASSIGNMENT:** Concessionaire shall not assign, transfer, hypothecate, mortgage or otherwise encumber this contract without having first obtained the written consent of the Parks Director.
18. **OPERATION OF THE FACILITY:** The Concessionaire agrees to render services to the public in a dignified manner to all persons regardless of race, color, creed, sex or national origin. Concessionaire reserves the right to remove any person from the premises who disrupts services, accosts patrons or guests or employees in any way or damages or attempts to damage the premises. Furthermore, no undue pressure, persuasion, or hocking shall be done in an attempt to influence the public to use the concession and food services of the Concessionaire.
19. **UTILITIES:** Utilities associated with use of the leased space shall be paid by the County with the exception of communication equipment (phone line(s)).

20. **NON-DISCRIMINATION CLAUSE:** Concessionaire agrees not to discriminate against any employee or applicant for employment to be used in the obligations of Concessionaire under this contract on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation or age. Violation of this provision may be treated as a breach of this contract. Additionally, Concessionaire agrees to comply with all provisions of the Americans with Disabilities Act (ADA) and all regulations interpreting or enforcing such act.
21. **ENFORCEMENT OF CONTRACT:** In the event any action or suit or proceedings is brought under this contract to collect the commission due or to become due hereunder, or any portion thereof, or to take possession of said premises or to enforce compliance with this contract or for failure to observe covenants of this contract, then the prevailing party shall be entitled to reasonable attorneys' fees as awarded by the courts.
22. **BREACH OF CONTRACT:** If at any time, in the opinion of the county within the policy established by the county, Concessionaire has failed to render services of proper quality or has failed to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of the Concessionaire to be performed, kept and observed, the County may give Concessionaire written notice to correct such condition or default and if such condition or default shall continue for ten (10) days after said written notice, then and in that event the agreement shall cease and expire. In the event of such termination all money due the Concessionaire or retained under the terms of the contract shall be forfeited to the County.
23. **TERMINATION:** This agreement may be terminated by either party upon failure if the other party fails to substantially perform in accordance with this agreement. When one party feels the other has failed to perform, that party must provide written notice of termination providing ten (10) days to comply. The non-complying party shall have ten days from date of receipt to resolve the complaint. Thus said, either party may terminate this agreement by giving thirty (30) days written notice to the other party.
24. **SEVERABILITY:** It is understood and agreed that if any part of this contract is held to be illegal, the validity of the remaining provisions shall not be affected.
25. **MODIFICATION:** No change or addition to this agreement shall be valid or binding upon either party unless in writing thirty (30) days prior to the event and executed by both parties.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

Jim Dunwiddie

CONCESSIONAIRE

**DIRECTOR, PARKS DEPARTMENT
KITSAP COUNTY, WASHINGTON**

Date

Date