



Kaysville City
Parks and Recreation Department
REQUEST FOR PROPOSALS
For
PR-2023-01-17
Concession Services – Barnes Sportsplex
PROPOSALS DUE: March 1, 2023 BY 5:00 p.m.



REQUEST FOR PROPOSALS
Kaysville Parks and Recreation
PR-2023-01-17 Concession Services – Barnes Sportsplex

I. INTRODUCTION

Kaysville City is soliciting competitive requests for proposals to provide concession services for Barnes Sportsplex, 950 West, 200 North, Kaysville UT. Barnes Sportsplex is made up of five softball fields, three multiuse fields and eleven pickleball courts.

II. SCOPE OF WORK

Kaysville Parks and Recreation desires to contract with an Independent Food Service Provider qualified to provide labor to operate a limited service concession stand at Barnes Sportsplex. Concession trailer or ancillary unit will be required under certain circumstances for areas outlying the softball diamonds. Concession services are to commence with the beginning of the spring 2023 season. The contract period shall be for an initial one year term beginning upon award of RFP and mutual consent of the City of Kaysville and the successful vendor, approximately April 6, 2023, through October 30, 2023.

The intent of the RFP is to select a concessionaire vendor to provide services during events scheduled by Kaysville Parks and Recreation, partners of Kaysville Parks and Recreation and other events as necessary.

Kaysville Parks and Recreation Concession Agreement (enclosed pages 6-7) must be agreed upon and signed once the RFP is awarded.

III. RFP Schedule and Submission

A. Schedule

RFP Issued: January 17, 2023

Deadline for Submission of Written Questions: February 15, 2023

RFP Due: March 1, 2023 at 5:00 P.M.

The City reserves the right to make adjustments to the above noted schedule as necessary.

B. Pre-submittal meeting and Questions

There will not be a required pre-submittal meeting for this request; however, February 1, 2023 1pm, City staff will be on site for any questions. Interested parties may contact the Recreation Superintendent for clarification and information pertaining to this request for proposals. Any requests for information or clarification must be submitted to Kris High, khigh@kaysville.gov or 801-497-7050 before February 15, 2023 at 5:00 P.M.

C. Proposal Contents

Proposals should include a brief history and introduction of the concessionaire vendor or independent contractors understanding of the services to be performed. Provide a list of at least three public or private references for whom you have provided products/services similar to this scope. Proposal should include enough information to provide details on the ability to perform the scope of services desired. Proposals must be clear and succinct. Only those vendors providing complete information as required will be considered for evaluation. Any major deviation from these specifications may be cause for rejection of the proposal at the City's discretion. The content and sequence of proposals are to be as follows:

1. Cover Letter

The Cover Letter must include the following:

- a. RFP number and title
- b. Name and address of the entity submitting the proposal
- c. Name(s) of the person(s) authorized to sign any contract that may result
- d. Contact person's name, mailing or street addresses, phone and email address
- e. Original signature of person listed in section (d) above.

Submission of the letter will constitute a representation by your business that your business is willing and able to perform the commitments contained in the proposal.

2. Proposal Summary

A brief synopsis which highlights your ability to perform the services requested. It should include past ventures if applicable of similar scope. Provide information which summarizes the key benefits of the proposal to the City. This includes a short narrative describing the respondent's understanding of the scope of service.

3. Concession Product Summary

The City intends to award this contract to the concessionaire vendor/individual that it considers will provide the best overall services. Include an overall menu with pricing. Include equipment necessary keeping in mind that a vent for fried food is not available on the premises. If fried food is a primary offering, please include a descriptive plan that outlines other arrangements for your offering that does not include the permanent structure.

4. Completeness and Comprehensiveness of Proposal

The City will also consider the past performance of the applicant, and its constituent individuals or entities as applicable, on other leases or contracts with the City or other entities in terms of quality of concession or business operation and reputation as a good tenant. The City of Kaysville may solicit from other departments of the City, other government agencies and any other available sources, relevant information concerning the applicant's record of past performance.

Responses also will be evaluated to ensure compliance with all applicable local, city, state, and federal laws, ordinances, statutes, and/or codes.

ADDITIONAL REQUIREMENTS

1. Vendor's previous record of performance and service, including experience; variety and depth of services available; and experience in the industry;
2. Ability to complete implementation of the project within an agreed upon and satisfactory timeframe;
3. Project support;
4. Experience and expertise of staff;
5. Service philosophy.
6. Availability of vendor support for ongoing consultation with the City of Kaysville;
7. Conformance to required contract provisions;
8. Cost and quality of services;
9. Applicable food handlers permits, business licenses, business liability insurance and all other necessary conditions.

D. Submittal

One original of your proposal must be received by Kaysville Parks and Recreation no later than 5:00 P.M., March 1st, 2023. Email submissions will be accepted. Late proposals will not be accepted.

Kaysville Parks and Recreation

Kris High, Recreation Superintendent

PR-2023-01-17 – Concession Services – Barnes Sportsplex

85 North 100 East

Kaysville, UT 84037

If submitting by email, khigh@kaysville.gov

IV. EVALUATION OF PROPOSALS AND AWARD

A. Selection Process

The City reserves the right in its discretion to make a selection based directly on the proposals submitted. The respondent selected will be chosen based on its apparent ability to best meet the overall objectives of the City. The City has the right to reject any or all proposals.

B. Proposal Review

An evaluation review committee will be appointed to evaluate the proposals received. The successful proposal shall be selected based on but not limited to:

- Prior experience
- Quality of service
- Quality of product
- Business plan
- Staffing plan
- Ability to meet the needs of Kaysville City

1. An evaluation committee will be appointed to evaluate submitted written proposals.

2. The committee will require a minimum of 2 working days to evaluate proposals.

4. A short list of concessionaires, may be selected for telephone or in person interviews if deemed necessary. The City reserves the right to increase or decrease the number of concessionaires on the short list depending on the scoring and whether the vendors have a reasonable chance of being awarded a contract.

D. Clarification during Review Process

During the evaluation process, the City has the right to request additional information for clarification in order to understand the required information. The City further reserves the right to make an award without further clarification of proposals reviewed. Any changes to a submitted proposal made before executing the contract will become part of the final contract.

V. TERMS AND CONDITIONS

A. Errors and Omissions

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the City, in writing, if the proposer discovers any ambiguity, discrepancy, omission or other error in the RFP. Any such notification should be directed to the City promptly after discovery, but in no event later than seven working days prior to the date for receipt of proposals.

B. Contract

Proposal shall be good for 60 days. A successful proposer will be expected to enter into a written contract with Kaysville City.

The vendor must comply, at all times during the bidding and contracting period, with all applicable federal, state, county and city anti-discrimination laws, ordinances, rules, and regulations.

Overview

Barnes Sportsplex is located west of I-15 and is part of the 20 acre Barnes Memorial Park area. The Sportsplex offers five (5) lighted softball fields, three (3) multiuse soccer fields, eleven (11) pickleball courts and four (4) sand volleyball courts. Additionally a walking path surrounds the exterior of all of the fields.

The facility opened for operation in 1996. The award winning five diamond complex has hosted both state and national softball tournaments.

The concession stand is part of a permanent building located in the center of fields 1 through 4. The serving window faces east toward field 3. The newly renovated stand includes.....

A schedule of 2023 events are as follows. Subject to change.

Tournaments

- April 6-8: Spring Classic Softball Tournament - Consists of generally 34 teams ages 11-14 from Utah and surrounding states.
- June 9-10: Golden Spike Softball Tournament – Consists of generally 28 teams ages 11-18 from Utah and surrounding states
- June 22-24: Heat Stroker Softball Tournament – Consists of generally 34 teams ages 13-18 from Utah and surrounding states
- July 10-14 (estimate): Northern Utah Baseball Tournament – Consists of roughly 18 teams ages 7-14 from municipal recreation leagues in Northern Utah
- October TBD: Women in Recovery Softball Tournament – Coed Tournament

Leagues

Spring League (April-June) and Fall League (August-October) coordinate and utilize five fields Monday – Saturday.

- Adult Softball:
- Youth Baseball & Softball:
- Rocky Mountain School of Baseball:

Fall (Ancillary unit necessary)

- Little league football: Saturdays August through October

Events (Ancillary unit may be necessary)

UOVA Volleyball Tournament – April 29

UOVA Volleyball Tournament – June 3

July 4th Celebration

July 3 – Movie in the Park

July 4 – Fireworks

Additional opportunities possible.

Kaysville Parks & Recreation Concession Agreement

This AGREEMENT entered into as of the ____ day of ____, 23__ by and between Kaysville City and _____, hereinafter called "Concessionaire:"

IT IS AGREED between the parties as follows:

1. PREMISES

In consideration of the payments and promises hereinafter provided for on the part of the Concessionaire, the City hereby grants the Concessionaire the right and necessity to provide a variety of food, i.e., (hamburgers, hot dogs, nachos, _____ ice cream, snow cones, churros, pretzels, cotton candy, candy items, etc.) and drinks, at the Kaysville City Barnes Sportsplex.

The existing equipment and appliances at Barnes Park Concessions will remain the property of the City. All the _____ equipment and appliances will remain the property of _____. In the event of major equipment failure, the city will repair or replace its own equipment. List of City owned equipment attached.

Concessionaire shall, at its sole cost and expense, maintain the Concession Stands and Concession Equipment and the surrounding real property in good condition and repair, including, but not limited to, maintaining the Concession Stands in a neat, clean and sanitary condition and removing all garbage, trash or other debris on a regular basis pursuant to the Kaysville City's instructions.

Cleaning inspections will be set up as agreed upon at the end of the spring/summer season, then again at the end of fall season. If the city deems it necessary to clean the premises they will hire a cleaning company and invoice the concessionaire.

If the Concession Stands or any part thereof are damaged by any cause other than the sole negligence of the City, its employees or agents, Concessionaire shall, at its sole cost and expense, restore the Concession Stands to a condition equivalent to or better than their condition immediately prior to such damage. The City may elect to complete any needed repairs and invoice the concessionaire for reimbursement.

Storage of goods, supplies and equipment on the premises shall be for the sole use at Barnes Sportsplex.

2. TERM

This agreement shall have a term of seven months from approximately April through October, 2023. The concessionaire will be required on site for all league and tournament play. At Kaysville, this will be generally _____ through _____, from _____ to _____ p.m. Other tournaments and special events will be arranged separately. The concessionaire may close early if it deems necessary, only if sales are well below standard.

The City shall have the option to renew this agreement on a year-to-year basis, or if so chooses opt to extend this agreement to a longer length, provided both parties agree.

3. COMPENSATION TO CITY

In consideration of the foregoing grant of concession rights the concessionaire agrees to pay the City at the recreation office \$__35__ per day of concession use (use meaning on the premises). Payment shall be received on or before the 10th day of each month and within 15 days after the end of the term of afore said grant.

4. PRICE CONTROL

The Concessionaire has the right to determine pricing for all goods offered for purchase by its patrons.

5. QUALITY CONTROL

It is the intention of the City that the concession service be of the highest quality attainable. All concession areas are to be kept clean and applicable laws, ordinances, rules and regulations will be observed.

All goods intended for human consumption shall be kept clean, pure and wholesome and shall comply with all standards established by the County and Municipal laws and ordinances.

The Concessionaire shall constantly endeavor to improve the operation with a view toward developing maximum gross receipts potential and service to patrons.

6. CONCESSIONAIRE'S PERSONNEL

The Concessionaire shall be entirely responsible for the acts and activities of all persons engaged as vendors or salesmen. Concession employees shall at all times be neat and clean. Concessions employees shall at all times be polite and courteous in their dealing with patrons.

The Concessionaire shall not employ any person or persons who shall use improper language or act in a loud or boisterous manner, and shall upon request of the City immediately dismiss any employee deemed unsuitable. The City shall be the sole judge in determination of such matters.

The Concessionaire shall train and closely supervise all concession employees so that they are aware of, and practice, the high standard of the City and act in strict conformance with all applicable laws, rules and regulations of the State of Utah and of Kaysville City, and of the Davis County Department of Health.

7. PURCHASE OF PRODUCT

The Concessionaire may purchase all goods and merchandise for its use anywhere he deems economically feasible. Soft drink products shall be purchased from the proper distributor.

8. INSURANCE

The Concessionaire agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating, which is satisfactory to the City:

9. EXCLUSIVE RIGHT

This agreement grants concessionaire exclusive rights to distribute products in the area of the softball complex and adjacent sports fields. Not included – Pickleball Courts and/or Barnes leisure area.

10. Concessionaire shall be limited to placing a sign on the concession stand only. Concessionaire shall not place any sign, notice or advertising matter in or about the City's real property, without the City's prior written consent, which consent may be withheld for any reason.