

REQUEST FOR PROPOSAL (RFP)
V10-055
TO PROVIDE FOOD & BEVERAGE CONCESSIONS
SERVICES

for the
City of Grimes
GrimesPlex

The Grimes Park and Recreation Department is requesting proposals for the concession operation services at the Grimes Plex for two on-site locations at 500 NE Heritage Drive, Grimes, Iowa 50111.

All proposals are due on or before 10:30am, CST, October 4, 2022, and shall be valid for 60 days from the RFP due date.

One original and three (2) copies of the proposal shall be submitted to Parks and Recreation Department at:

City of Grimes Park and Recreation
410 SE Main Street
Grimes, IA 50309
Attn. Brian Becker
(515) 513-1047

Requests for clarification regarding this RFP must be made to the Parks and Recreation Department at bbecker@grimesiowa.gov no later than 3:00 p.m., September 26, 2022.

**City of Grimes
Park and Recreation Department
Facility Food and Beverage Concession
Request for Proposals**

Purpose

The City of Grimes is interested in contract proposals to operate exclusive food and all beverage concessions at the GrimesPlex. The primary objectives associated with these services are:

1. Provide the very best level of services possible to individuals visiting in terms of presentation, product quality, customer satisfaction, and operating efficiency.
2. Maximize gross revenue and the corresponding financial return to the City to permit the City to operate the GrimesPlex at the lowest cost possible to Grimes residents.
3. Provide the City with a sound and socially acceptable business concession proposal for the facility.

Criteria for Evaluation and Award

The award recommendation to the Grimes City Council will be made to the proposer submitting the proposal that receives the highest number of evaluation points out of a total of 500 points per facility:

1. Prior experience and qualifications (240 points). This refers to the proposer's familiarity and experience in similar services; experience working with athletic facilities; the ability of the proposer to meet the terms of the request; and the quality and history of similar services operated by the proposer.
2. Prior experience working with a municipality or government agency (10 points) *
3. Revenue to the City (250 points). Revenue will be based on flat rate annually fee payment to the City of Grimes (250 points).

Proposals must include terms for the annual flat rate fee which will be paid to the City. The vendor submitting the proposal showing the highest amount of revenue to the City will be awarded 250 points. All other vendors will earn proportionately fewer points based their flat rate fee compared to the highest the flat rate fee given to the City.

Example: Bid A \$200,000 receives the highest number of points or 250 points
Bid B \$180,000 $18 \div 20 \times 250 = 225$ points
Bid C \$150,000 $15 \div 20 \times 250 = 187.5$ points

At its discretion, the City of Grimes may request an in-person or Zoom interview with any of the proposers to be held in Grimes for a detailed discussion of the proposal should such prove desirable.

Equipment, Facilities, Beverages

The concessionaire shall be required to provide all equipment necessary to perform his/her obligations as concessionaire. The City shall provide facilities for operation including storage, electricity, water,

plumbing, phone, heater or furnace and trash pick-up. Proposals shall be reviewed and evaluated by an Evaluation and Selection Committee and a recommendation made to the Park and Recreation Department Director to award the contract for such services to the highest scoring proposal. Prospective contractors may call Brian Becker at the Park and Recreation Department, (515) 514-1047 to view the facility site plan.

Facility Operations

GrimesPlex activities will begin in early March and will be completed in mid-December with games, practices played daily along with high volume tournament play on Fridays, Saturdays, and Sundays.

The concessionaire is required to provide concession operations during all scheduled league play and tournaments seven days a week March 15 – December 1. If the concessionaire can not or chooses to not be open during these dates a request must be made to the Parks and Recreation Department for approval. The concessionaire can choose whether or not to be open from December 2 – March 14 at their own discretion. The concessionaire will be responsible for any winterization of the concession buildings in consultation with the Grimes Parks and Recreation Director.

Indemnification

The winning Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City as provided for in Attachment 1.

Insurance

The Contractor agrees to obtain and maintain in continuous effect during the term of this Agreement with the City of Grimes, Iowa, and while any of its obligations under this Agreement remain unsatisfied, the insurance coverages set forth in Attachment 2, with amounts, coverages, limits, exclusions, and endorsements as therein provided. All proposers are required to complete and submit Attachment 3 with their proposal.

Requirements and Restrictions

1. Concessionaire will furnish all necessary labor, licenses, permits, supplies, sale inventory and equipment for the use and administration of concession sales:
 - a. Concessionaire shall provide a sufficient number of persons to adequately supervise the concession area (interior and exterior) and maintain it in a clean and tidy manner.
 - b. Concessionaire shall furnish all equipment for the concession operation and be responsible for cleaning and the overall sanitation of the concession unit.
2. Concessionaire is an independent contractor and will hire, fire, and fully compensate its own employees, and all employees shall be neat, clean, and courteous at all times.
3. Food and beverage service shall be available to the public daily from open to close, or hours agreed upon by both parties.

4. Payments shall be made by the concessionaire to the City and the Park and Recreation Department located at 410 SE Main Street, Grimes, Iowa 50111, on Monday of each week during the period of the agreement, between 8:00 a.m. and 5:00 p.m. Payments shall be accompanied by a weekly report of gross receipts, using a form acceptable to the Parks and Recreation Department.
5. Concessionaire shall conduct the concession in a clean and creditable manner, keeping the concession area in a tidy and presentable condition, and in compliance with all applicable local and State laws and regulations.
6. Detailed and accurate books and records shall be maintained by concessionaire and shall be made available to the City of Grimes, for auditing purposes upon request.
7. No advertising or signs will be permitted other than within the interior of concession unless approved by the Parks and Recreation Director.
8. Alteration, remodeling of new construction of concession areas must be approved by the Parks and Recreation Director.
9. See attachments 2 and 3 regarding insurance requirements.
10. Products may not be sold in glass or breakable containers.
11. Menu boards may be displayed outside of concession during hours of operation.

Format for Submission of Proposals

In order to permit the most efficient comparison of proposals, it is necessary that all submissions follow the same organization. Therefore, in submitting a proposal, please adhere to the following format:

1. Name of proposer.

a. Principal address.

b. Local address.

2. Previous experience.

List the management and/or operation of food-beverage concession services. Include the name and type of business, dates, and locations.

Statement of income and financial experience of such business is optional.

a. Previous experience working with a municipality.

b. Previous experience with sports parks.

3. References

Provide at least three business references – from clients, suppliers, franchisers, etc.

4. Resumes.

Include principal members of organization making application.

5. Substance of Proposal.

a. A description of the planned mode of operation and use of premises.

b. A proposed menu of items, indicating quality, with estimated prices.

c. Remuneration to the City, based on a yearly flat rate fee to the City of Grimes.

Proposals shall be made based upon two concession locations on-site at the GrimesPlex with the following two required options for food and beverage.

1. Yearly flat rate fee to the City of Grimes that includes alcohol (beer, wine, and hard seltzer).

2. Yearly flat rate fee to the City for Grimes that does not include alcohol.

6. Financial Responsibility.

A statement of financial responsibility must be included.

Term of Agreement

The term of the agreement will begin upon the effective date and terminate December 31, 2028, with the possibility of one 5-year renewal, at the option of the City.

ATTACHMENT 1

STANDARD PROVISIONS AND REQUIREMENTS FOR REQUESTS FOR PROPOSALS (RFPs)

1. Proposal Must Be Signed by Proposer or Its Officer or Designated Agent

A proposal submitted in response to the City's Request for Proposals shall be signed by the proposer if an individual, or by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

2. Proposers to Provide Evidence of Ability to Obtain Insurance.

If insurance is required by this RFP, each proposer shall be required to provide evidence satisfactory to the City that it can obtain the required insurance coverages. For this purpose, each proposer shall submit with its proposal the certification form appended to this RFP as Attachment 3, in which the proposer's insurance agent will be required to certify that the proposer can obtain the required insurance coverages. Failure to submit the required certification form shall be grounds for rejection of the proposal.

3. Evaluation and Selection Committee; Procedure for Evaluation and Recommendation as to Selection of Best Proposal.

(a) Competing proposals submitted in response to the RFP shall be evaluated by an evaluation and selection committee appointed by the director of the department sponsoring the RFP. The evaluation and selection committee shall, at the Parks and Recreation department director's discretion, be composed of city staff members, consultant representatives if a consultant was utilized in formulating the RFP, and other persons deemed knowledgeable of the goods and/or services being procured. The evaluation and selection committee ("committee") will utilize the evaluation criteria and scoring methodology set forth in this RFP in making its determination as to the best proposal.

(b) Upon completing its evaluation and the scoring of competing proposals, the committee shall make a written report of its determination and recommendation as to the selection of the best proposal to the City of Grimes City Council.

(c) The City Council's decision shall be considered final.

4. Rejection Of Proposals.

The City reserves the right to reject any or all proposals in whole or in part received in response to the RFP. The City will not pay for any information requested in the RFP, nor is it liable for any cost incurred by a proposer in responding to the RFP.

5. City Council Selection of Best Proposal and Authorization to Execute Contract with Successful Proposer - Notification of Successful Proposer.

The City Council will by resolution approve the proposal which, in its sole discretion deems as the best proposal and will authorize execution of a contract, by the Mayor. Upon the City Council's approval of the proposal, the Parks and Recreation Director will give notice advising the proposer whose

proposal was selected (hereafter the "successful proposer") what actions must be taken to complete the formation of the contract.

6. Insurance and Indemnity Requirements (See Attachment)

The successful proposer will, in its contract with the City, be required to agree to defend, pay on behalf of, indemnify, and hold harmless the City of Grimes, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, as more particularly provided in Attachment 2 hereto. The successful proposer will also be required to obtain and maintain in continuous effect during the term of its contract with the City, and while any of its obligations under said contract remain unsatisfied, the insurance coverages set forth in Attachment 2 hereto, with amounts, coverages, limits, exclusions, and endorsements as therein provided.

7. Disposition of Proposals.

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful proposers.

8. Attachments.

- (a) Attachment 1: Standard Provisions and Requirements for Requests for Proposals (RFPs)
- (b) Attachment 2: Standard Insurance and Indemnification Requirements
- (c) Attachment 3: Certification of Proposer's Insurance Agent Regarding Proposer's Ability to Obtain Required Insurance Coverages.

II. GENERAL TERMS AND CONDITIONS

1. EXCLUSIVE CONTRACT

The contract which results from this Request for Proposals will constitute the exclusive contract between the parties and will incorporate the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral, if any. The terms and conditions of the contract hereof may not be altered without prior written consent of both parties.

2. REMEDIES UPON DEFAULT

In any case where the proposer has failed to deliver or has delivered non-conforming proposal, the City may provide a cure notice by mail, or e-mail.

3. ACTS OF GOD

Proposer shall not be considered to be in default under this contract if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of proposer. It shall be the responsibility of the proposer to promptly advise the Purchasing Division of the delay. The City may elect to cancel all orders on file with the proposer and place the order with another proposer.

4. SUBCONTRACTORS

Successful proposers shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful proposer may engage for the completion of any contract with the City. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the proposer from default remedies. The successful proposer shall be responsible for payment to all subcontractors or secondary suppliers.

5. TERMINATION DUE TO NON-APPROPRIATION

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the City to appropriate funds, or due to discontinuance or material alteration of the program for which funds were provided, then the City shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

6. IMMUNITY OF CITY, STATE AND FEDERAL AGENCIES

Proposer shall defend, indemnify, and hold harmless the City, its officers, employees and agents, and any State or Federal funding source for City from liability arising from proposer's performance or attempted performance of this contract and proposer's activities with subcontractors and all other third parties.

7. ASSIGNMENT

Proposers may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the City Administrator or his/her designee.

8. ANTI-TRUST ASSIGNMENT

For good cause and as consideration for submitting a proposal, the proposer, through its duly authorized agent, conveys, sells assigns, and transfers to the City all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by City pursuant to the RFP.

9. TITLE TO GOODS

Proposer warrants that the goods procured pursuant to the RFP and eventual contract are free from all liens, claims or encumbrances.

10. INDEMNIFICATION

To the extent the goods procured pursuant to the RFP are not manufactured in accordance with the City's design or specification, the successful proposer shall defend, indemnify and hold harmless the City and the City's assignees, and other users of the goods, from and against any claim of infringement of any Patent, Trade Name, Trademark, Copyright, or Trade Secret by reason of sale or use of any articles purchased hereunder. The City shall promptly notify the successful proposer of any such claim.

11. MISCELLANEOUS

This contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the contract shall only be commenced in the Polk County, Iowa, District Court.. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

12. NON-DISCRIMINATION

Proposer acknowledges and agrees:

- Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, religion, disability or ancestry.

- To include this provision in all agreements associated with this proposal.

13. WARRANTY

The proposer expressly warrants that all goods supplied shall be merchantable within the meaning of section 554.2314 of the Iowa Code in effect on the date of the bid or proposal in the City of Grimes, Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship.

14. CHEMICALS

OSHA 1910.1200, Chapter 89B of the Iowa Code, and 875 Iowa Administrative Code, Chapter 110, Sec. 110.5, require employers to maintain Material Safety Data Sheets (MSDS) for all chemical-containing products to which its employees are exposed. To ensure City of Grimes employees have access to the most current MSDS, the City requires the most recent MSDS accompany each delivery of a chemical-containing product purchased by the City of Grimes or its authorized agent.

15. COMPLIANCE WITH ALL APPLICABLE LAWS

All goods and/or services shall be provided in compliance with all applicable federal, state, and local laws and regulations. The proposer expressly warrants and guarantees that the goods and/or services provided do not violate the rights of third parties, including without limitation, copyright, trademark, patent or other intellectual property rights or interests.

ATTACHMENT 2

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. GENERAL PROVISIONS

The CONCESSIONAIRE shall purchase and maintain insurance to protect the CONCESSIONAIRE and the City of Grimes, Iowa throughout the duration of the Contract. Said insurance shall be provided by an insurance company(ies), “admitted” and “nonadmitted” to do business in the State of Iowa having no less than an A.M. Best Rating of “B+”. All policies shall be written on a per occurrence basis, unless otherwise approved by the City, and in form and amounts and with companies satisfactory to the City of Grimes, Iowa. Certificates of Insurance confirming insurance coverage shall be submitted to the City prior to Contract execution or commencement of any work or services.

The City of Grimes, Iowa hereby reserves the right to revise and enforce the requirements in this Attachment over the term of this Contract but only after providing CONCESSIONAIRE at least sixty (60) days advance written notification of any such change.

2. INSURANCE REQUIREMENTS

A. **Worker’s Compensation Insurance** - at Statutory Limits and **Employer’s Liability Insurance** with limits of not less than \$1,000,000 each accident for Bodily Injury by Accident, \$1,000,000 each accident for Bodily Injury by Disease, and \$1,000,000 policy limit for Bodily Injury by Disease. This requirement is waived if the CONCESSIONAIRE is exempt from obtaining such coverage under Chapter 85 of the Code of Iowa.

B. **Commercial General Liability Insurance** - with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) *Contractual Liability*, (b) *Premises and Operations*, (c) *Products and Completed Operations*, (d) *Independent Contractors Coverage*, (e) *Personal and Advertising Injury* and (f) *Explosion, Collapse and Underground (XCU)*.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by the standard ISO form Commercial General Liability Policy (CG 0001 with standard exclusions, or a non-ISO equivalent form). Any additional exclusions shall be submitted with the Certificate of Insurance and shall be subject to the review and approval of the City.

C. **Automobile Liability Insurance** – with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles. *If the CONCESSIONAIRE does not own any vehicles, coverage is required on non-owned and hired vehicles.* This requirement is waived if the CONCESSIONAIRE agrees, in writing, that CONCESSIONAIRE’S vehicles will be parked on in public parking areas adjacent to the City’s concession facility.

D. **Umbrella/Excess Liability Insurance** – Liability Insurance requirements may be satisfied by a combination of primary and Umbrella/Excess Liability Insurance. *If Umbrella/ Excess Liability Insurance does not follow form of primary policies*, the Umbrella/Excess Liability Insurance policy shall include the same endorsements as required on the primary policy(ies).

E. **Responsibility For The Property Of Others** – CONCESSIONAIRE shall assume full responsibility for all loss or damage from any cause whatsoever to any property brought onto City Property that is owned or rented by CONCESSIONAIRE, or any of CONCESSIONAIRE'S employees, agents, subcontractors, suppliers or their employees

F. **Subcontractors** –CONCESSIONAIRE shall require that any of its agents and subcontractors satisfy insurance requirements 2.A through 2.D. CONCESSIONAIRE shall also require that CONCESSIONAIRE be named an Additional Insured on those insurance policies satisfying requirements 2.B. through 2.D above. CONCESSIONAIRE shall be responsible for receiving and reviewing Certificates of Insurance of any of its agents, subcontractors (*City will not review this requirement*).

G. **Additional Insured & Contractual Liability** - City **SHALL NOT be named or included** as an Additional Insured, **BUT all liability insurance policies shall include** Contractual Liability, *including cost of defense and settlement*, and a General Liability Insurance policy definition of “Insured Contract” that includes indemnification of a municipality (*the same as or equal to that included in ISO CG 0001*).

H. **Cancellation** - **All policies shall include** a Cancellation Endorsement or policy language providing for **no less than 30 days** advance written notification of policy cancellation to the Certificate Holder, which shall include the City of Grimes.

I. **Proof Of Insurance** - The CONCESSIONAIRE shall provide to the City of Grimes, Iowa a Certificate(s) of Insurance evidencing all required insurance coverage as specified in requirements 2.A. through 2.D. and 2.G. and 2.H. above. **The Certificate(s) of Insurance shall specify under “Description of Operations/ Locations/ Vehicle/Special Items: (1) the title of the Agreement and (2) the following statement: “General Liability insurance policies include Contractual Liability. The General Liability Insurance policy definition of “Insured Contract” includes the indemnification of a municipality when required by ordinance or by contract or agreement.”**

3. INDEMNIFICATION PROVISION

For purposes of this section, City shall mean the City of Grimes, Iowa, its elected and appointed officials, employees, volunteers, and others working on behalf of the City of Grimes. To the fullest extent permitted by law, CONCESSIONAIRE agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys’ fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with CONCESSIONAIRE’S or the CONCESSIONAIRE’S OFFICERS AND EMPLOYEES OR CONTRACTOR’S work or services.

CONCESSIONAIRE’S obligation to indemnify the City contained in this Contract is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONCESSIONAIRE, its officers, employees, subcontractors, and others affiliated with CONCESSIONAIRE, arising out of or in any way connected or associated with CONCESSIONAIRE'S work or services, except for and only to the extent caused by the negligence of the City of Grimes, Iowa.

CONCESSIONAIRE expressly assumes full responsibility for any and all damages to City Property arising out of or in any way connected or associated with CONCESSIONAIRE'S work or services including, but not limited to, the activities of CONCESSIONAIRE, its officers, employees, subcontractors, and others affiliated with CONCESSIONAIRE.

CONCESSIONAIRE shall ensure that its activities on City Property will be performed and supervised by adequately trained and qualified personnel and CONCESSIONAIRE will observe, and cause its officers, employees, subcontractors and others affiliated with CONCESSIONAIRE to observe all applicable safety rules.

4. WAIVER OF SUBROGATION PROVISION

To the fullest extent permitted by law, CONCESSIONAIRE hereby releases the City, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the CONCESSIONAIRE or anyone claiming through or under the CONCESSIONAIRE by way of subrogation or otherwise, for any loss without regard to the fault of the City or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of this Contract. The CONCESSIONAIRE'S policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the CONCESSIONAIRE to recover thereunder.

ATTACHMENT 3

**CERTIFICATION OF PROPOSER'S INSURANCE AGENT REGARDING
PROPOSER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment 2, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful proposer of the RFP to which my client has responded:

Legal Name of Proposer:

Name/Address/Phone/ # of Insurance Agency:

Phone _____

Name of Agent/Broker (Print):

Signature of Agent/Broker:

Date of Signature: _____

Signature and stamp of Notary Republic
