



REQUEST FOR PROPOSALS CONCESSION OPERATIONS FOR CONCESSION STANDS

The City of Fountain, hereinafter referred to as “City”, invites all qualified persons, organizations and businesses to submit a statement of qualifications and proposal to operate and manage City-owned concession stands at the following locations: Metcalfe Park Sports Complex (704 E. Ohio Avenue) and Aga Park Splash Pad/Soccer Fields (213 W. Alabama Avenue).

ISSUE DATE: July 1, 2016

PROPOSAL DUE DATE: July 15, 2016, AT 5:00 P.M.

CONTACT: SILVIA HUFFMAN, CITY CLERKS OFFICE: 719-322-2038

E: silvia@fountaincolorado.org

One (1) original copy of a proposal will be received until the hour of 5:00 p.m., local time, on Monday, Friday, July 15, 2016. All responses shall be addressed and delivered to:

Silvia Huffman
City Clerk’s Office
City of Fountain
116 S. Main Street
Fountain, Colorado 80817

Responses received after the due date and time or not at the designated office, will not be considered.

Background

The City of Fountain recently created a Recreation Division and will be offering baseball, softball and soccer games and tournaments at the Metcalfe Park Sports Complex located at 704 E. Ohio Avenue. Private and non-profit sports organizations may also rent the ball fields when the City Recreation Division is not using the fields. There is a modern concession stand at the Metcalfe Park Sports Complex, which the successful concessionaire would be operating and managing.

The City will be holding soccer league play and other sports activities at Aga Park located at 213 W. Alabama Avenue. This park is the home of a popular splash pad. The City of Fountain concession stand near the splash pad and will be in proximity to the proposed soccer fields. The concessionaire would also be operating and managing this concession stand.

The City is seeking and will select a concessionaire that best demonstrates the ability to provide innovative, affordable, safe and reliable services to park patrons while paying reasonable concession fees to the City.

Lease Term

The term of the concession agreement would be for a one (1) year period with the option of four (4) additional one year periods at the discretion of the City. The City reserves the right to not renew the contract. The concession agreement is not considered a partnership or joint venture with the City of

Fountain. The concessionaire shall be considered an independent contractor. Title of the property shall remain with the City.

Concession Stand Rental Fee

The City of Fountain intends to enter into a concession agreement whereby the concessionaire would operate the concession stands and pay the City of Fountain a monthly concession fee. The concession fee is negotiable.

Concession Facilities

The concession facilities are intended for food and drink. The City will provide the concession stands, including cabinets, counter tops and other fixtures. The provision of large appliances and other equipment such as refrigerators, freezers, and ice machine is negotiable.

Utilities

The City will pay for all utility costs, including gas, water, sewer, electricity and trash removal for the concession stands. The concessionaire shall pay for any additional utilities or services (i.e., telephone, internet, cable TV, etc.).

Personnel

The concessionaire will be responsible for hiring the necessary personnel or using necessary volunteers to conduct the operations of the concession stands. The concessionaire will comply with all federal, state and local laws relating to minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and worker's compensation. If required by the City, employees shall wear a uniform and/or identification badge.

Operating Hours

Hours of operation may vary based upon seasons and weather. The concession stand at the Metcalfe Park Sport Complex should operate from April through September at a minimum. Hours may include two (2) hour week nights and weekends from 10:00 a.m. to dusk, or until the conclusion of the scheduled activities, whichever occurs first. A schedule of events will be provided to the concessionaire. The concession stand at Aga Park should operate from Memorial Day to Labor Day at a minimum. Hours may include weekends and weekdays from 10:00 a.m. to 5:00 p.m. Specific hours may be decided by the concessionaire, subject to City approval, provided the facilities are in operation for a minimum reasonable time period.

Operating Agreement

The City intends to enter into a concession agreement whereby the concessionaire would operate the concession stands and pay the City a monthly concession fee.

Menu Items

The concessionaire is expected to serve quality food and drinks to meet the needs of the visiting public. Simple menu items, such as hot dogs, nachos, pretzels, popcorn, snow cones and other snacks, including beverages such as sodas, juice drinks and bottled water should be offered at competitive prices. All menu prices must be submitted to the City for approval prior to any product sales. The sale of alcoholic beverages is prohibited by the City.

Operating Costs and Revenues

- The concessionaire will be responsible for all operating costs for the concession stand, with the exception of utilities.
- Operating costs are envisioned to include but not be limited to cleaning, painting and routine repairs and maintenance. The City will provide a dumpster and/or trash cans on-site for use by the concessionaire.

- Operating costs do not include capital maintenance of the building, including replacement of plumbing, heating, roof and exterior.

Furniture, Fixtures and Equipment

The concessionaire will be expected to provide:

- Concession equipment such as coolers, snack stands, hot dog grill and bun cabinet, nacho chip warmers, popcorn poppers, pretzel warmer, condiment serving trays, plastic utensils, soda dispensers, cup and lid dispensers, and other equipment, accessories and supplies needed to operate a successful concession stand.
- Merchandise inventory.
- Promotional signage.
- Monthly financials including gross revenues and expenditures.

Other Requirements of the Concessionaire:

The concessionaire will be expected to:

- Obtain and maintain a valid business license with the City.
- Obtain and maintain necessary El Paso County Health Department permits.
- Secure and maintain property and general liability insurance in amounts acceptable to the City.
- Name the City as an additional insured against injury to the property, person or loss of life arising out of the use and occupancy of the premises.
- Obtain and maintain worker's compensation insurance, if applicable, in an amount required by the laws of the State of Colorado.
- Indemnify and hold harmless the City and all its officers, agents and employees, from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the concessionaire.

Qualifications and Proposal

The proposal should contain the following:

- Information regarding concessionaire's prior experience.
- Statement of financial position, including recent financial statements for prior operations.
- Proposed concept, menu selection, pricing and potential hours of operation.
- Proposed concession fee.
- List of references.
- Biographies of proposed concessionaire's principals, officers and partners/shareholders.
- Description of legal actions filed for or against the proposed concessionaire within the last three years, including bankruptcy filings.

Selection Criteria

The criteria for selection of the potential successful candidate for this proposed agreement include, but are not limited to the following:

- Experience and qualifications of proposed concessionaire.
- Financial strength of proposed concessionaire.
- Quality and revenue potential of concession stands.
- Ability to offer variety of snacks across a range of price levels.
- References.
- Location of person, organization or business.

Background Check

The City of Fountain reserves the right to perform due diligence on bidders, including but not limited to background checks, credit report, legal actions search and review of past tax filings.

Rights

The City of Fountain reserves the right to reject any or all responses in whole or part with or without cause; to negotiate for modification of any responses; to advertise for new responses; to waive minor irregularities and formalities; or to proceed to have services performed otherwise. The City of Fountain also reserves the right to establish a “cure” period, in the event that all qualified respondents have not submitted the required information, for the purpose of obtaining complete responses. The submission of any response shall not in any way commit the City of Fountain to enter into a contract with that respondent or any other respondent. This list of the City of Fountain’s rights is not all-inclusive.

Property of the City of Fountain

The proposal submitted by the concessionaire will become the property of City upon receipt of the proposal. The City of Fountain reserves the right to use or dispose of the proposal in any way selected by the City without payment or liability of any kind.

Not an Agreement

This RFP is not to be construed as an agreement or a commitment of any kind; nor does it commit the City to pay for any costs incurred by the concessionaire in the submission or any costs incurred prior to the execution of a formal agreement with the City.

Pre-Proposal Meeting and Tour

A pre-bid tour of the facilities can be arranged. If any prospective concessionaire desires such a tour, please submit your request to Silvia Huffman, Park & Recreation Director at (719) 322-2038 or silvia@fountaincolorado.org

Selection of Concessionaire

The Park & Recreation Director and Park Superintendent in their sole judgment and in the best interest of City of Fountain will select the respondent best qualified to perform the services herein. The respondent may only contact the Park & Recreation Director Silvia Huffman, 719-322-2038 for any questions.