

REQUEST FOR PROPOSALS (RFP)

FOR

CONCESSION STAND SERVICES AT THE PAGE SPORTS COMPLEX

City of Page Recreation Department

PO Box 1180 697 Vista Ave Page, Arizona 86040

February 26, 2025

NOTICE OF INVITATION FOR PROPOSALS

NOTICE IS HEREBY GIVEN that Proposals will be accepted by the City Clerk for the City of Page, Page City Hall, 697 Vista Avenue, Page, Arizona, until **3:00 pm on March 24, 2025**. At that time, submissions will be opened and recorded by the City Clerk.

Submission must be in actual possession of the City Clerk's Office on or prior to the exact time and date indicated above. Late submissions shall not be considered and will be returned unopened. The prevailing clock shall be the City Clerk's clock.

Proposals must be submitted in a sealed envelope. "RFP CITY OF PAGE, Concession Stand Services at the Page Sports Complex" and respondent's name and address should be clearly indicated on the outside of the envelope.

RFP packages may be accessed on the City of Page website at www.cityofpage.org. Questions and other requests for an RFP package shall be directed to: Dakota Richardson, Recreation Manager, P.O. Box 1180, Page, AZ 86040, drichardson@pageaz.gov, 928-645-4292.

The City reserves the right to reject any or all Proposals and/or reissue this RFP and shall not be obligated to accept any submission or to negotiate with any respondent.

| City Clerk | | |
|------------|--|--|

Publish each week for two consecutive weeks in the Lake Powell Chronicle: March 5 and March 12, 2025

Proposal Signature Form

This page, signed by an officer of the offering company or a designated agent empowered to bind that entity in a contract with the City of Page, is required to accompany the proposal submitted for consideration.

I, the undersigned, having carefully examined the RFP, propose to furnish services in accordance therewith and set forth in the attached proposal.

I hereby certify that, to the best of my knowledge, this submission is complete, and all statements made therein are true and accurate.

I also affirm I am duly authorized to sign and submit this response on behalf of the company named below.

By my signature below, I attest that I have read, understand, and agree to the terms, conditions and requirements set forth in the RFP, including any special terms and conditions incorporated in the solicitation documents.

FAILURE TO SIGN AND RETURN THIS FORM SHALL RESULT IN THE REJECTION OF THE ACCOMPANYING PROPOSAL.

| OFFEROR INFORMATION: COMPANY NAME: |
|--|
| Address: |
| City, State, Zip: |
| Phone: |
| Email: |
| Authorization to propose |
| Signature (Manually signed in ink) and Date: |
| NAME (print) and Date: |

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Section 1: INTRODUCTION

The City of Page Recreation Department seeks an operator to provide concession stand services at the Page Sports Complex. The concession stand must be operated in a professional manner providing moderately priced food and beverages. The city will charge a monthly payment of \$7 per use of the concession stand. This will be paid to the city by the end of every month of use. The city reserves the right to modify this fee.

Section 2. SCOPE OF SERVICES

Scope of Operations: The contractor will provide quality concession services for visitors. Food and beverages shall include a wide variety of hot and cold items, fresh food and beverages. The contractor may not use the facility for functions / activities other than for food service without prior written approval of the City.

Food Storage, Preparation, and Service: The contractor shall be responsible for the procurement, preparation and service of all food and beverages. The contractor shall procure and pay for all food, food supplies, service supplies, and related products used at the site. All foods prepared off site shall only be prepared at a certified USDA-inspected facility. On-site storage space for food, beverages, and supplies is limited but available. The city will procure, maintain in working order all food preparation appliances, equipment and utensils and refrigerated storage appliances. The contractor shall be required to keep all equipment in a clean and sanitary condition.

Term of Contract and Food Service Days and Hours: The term of this contract shall be one (1) year with an option to renew unless earlier terminated by the Contractor or City pursuant to the terms of the contract. Unless otherwise agreed between the parties, the operation shall be year-round. Days and time may be negotiated by mutual consent and must be in writing.

Sanitation and Cleanliness: The contractor shall at all times maintain compliance with all applicable federal, state and local laws, ordinances and administrative regulations concerning food and beverage preparation, storage, advertising, purity, quality, service and premises sanitation. The contractor shall be responsible for obtaining all necessary licenses, permits, and health inspections pertaining to sanitation. Contractors shall maintain the highest standards of cleanliness through such actions as regularly cleaning food preparation counters, floors/mats; and regularly removing and disposing of all garbage collected in the food service area. The contractor shall also regularly clean refrigerators and freezers and concession stand interior.

Menu and Pricing: The contractor shall post its menu and price structure for food and beverages available for all customers.

Management: Award of this contract is based on the City's understanding that the contractor will assure competent professional, on-site management of the food service facility and

personnel at all times. The contractor shall provide the City with a written description of the qualifications, certifications and work hours of all on-site personnel.

Management Structure: The contractor shall submit an organizational chart identifying onsite personnel, supervisory and support staff, and the overall management structure of the business

Compliance with Federal, State and Local Regulations: The contractor shall comply with all federal, state and local regulations, including but not limited to wages, taxes, social security, worker's compensation, nondiscrimination, licenses, registration and safety requirements. Failure or neglect on the part of the contractor to comply with any or all such regulations shall not relieve the contractor of these obligations, nor of the requirements of this contract.

Use of Area: The contractor shall make no unlawful or offensive use of the concessions area and will maintain and preserve the area in as good order and condition, reasonable wear and tear expected, as when the contract was signed.

Utilities: The City of Page shall be responsible for all utilities.

Hiring and Employment: The operator shall not, in the operation of the Page Community Recreation concession stand, discriminate against any group of persons. The operator must comply with all of the rules, regulations, statutes, etc., related to fair hiring and employment practices.

Section 3: INFORMATION AND INSTRUCTIONS TO PROPOSER

Response Date. To be considered for selection, proposals must arrive at the city in the manner and on or before the date and time specified in the RFP advertisement. Any proposer mailing responses should allow normal mail delivery time to ensure timely receipt of their materials. Any proposal received after the scheduled closing time for receipt of proposals, or incorrectly addressed, will not be considered. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the Proposer. Submission of proposals or additional information offered after the closing date and time shall not be accepted or considered.

No Warranty. All facts and opinions stated within this RFP and all supporting documents and data are based upon information available from a variety of sources. No representation or warranty is made with respect thereto.

Right to Modify Process. The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The City will take reasonable steps to ensure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP through the City.

Addenda. If it becomes necessary to revise any part of this RFP, addenda will be provided to all prospective Proposers who are on the RFP document holder's list maintained by the City. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date. Receipt of addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly acknowledged addenda will be considered non-responsive.

Accept or Reject Proposals. The City reserves the right to accept or reject any or all proposals in response to this RFP without cause or to delay or cancel this RFP process without liability to the City if the City determines it is in the public interest to do so.

Additional Information. The City reserves the right to request additional information following its initial review of the proposal documents. City staff may conduct a review and verification of confidential information with staff and consultants.

Public Records. By submitting a Proposal, the Proposer acknowledges that information submitted in response to this RFP is open to public inspection under the Arizona Public Records Law.

Confidential Records. Should the Proposer consider submitting any information to the City as "confidential", prior to submitting such information to the City, the Proposer shall prominently mark in conspicuous lettering any information with the words "Confidential Information" and state in writing that the Proposer wishes the material to be held in confidence and the reasons, therefore. The City will review and advise the Proposer as to whether that information may be considered confidential.

Equal Employment Opportunity Policy. It is the policy of the City to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or disability, in respect to employment, housing, public services, facilities, and accommodations. This policy thus becomes an obligation that must be assumed by the successful Proposer as well.

Qualification Requirements. Each responsible Proposer shall respond to the proposal requirements as presented. Proposals received without all the required information may be rejected as being non-responsive.

Pre-Proposal Interpretation and Addenda of Contract Documents Any clarification or interpretation of the bid documents will be made only by written notification. The city is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification and/or addendum.

Withdrawal of Proposal. A Proposer may withdraw their proposal by written notice submitted on the Proposer's letterhead, signed by the Proposer's authorized representative, delivered to the City prior to 5 p. m. on the final submittal date.

Rights of City to Award or Reject Proposals. The RFP does not commit the city to award or enter into an agreement.

The City reserves the right to:

- A. Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
- B. To negotiate with any Proposer.
- C. To utilize the facilities or allow others to utilize the concession facilities when contractor is not using the facilities.
- D. In determining the most responsive Proposer(s), the City reserves the right to take into consideration any or all information supplied by the Proposer in his/her proposal and the City investigation into the experience of the Proposer. In addition, the city may accept or reject proposals based on minor variations from the stated specifications and when such an action is deemed to be in the City's best interest.
- E. If the Proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposals as may be required.
- F. Any food service contract arising from this RFP will be negotiated with the successful Proposer. The successful Proposer shall commence services only after a food service contract with the City is fully executed and the City has issued a "Notice to Proceed".
- G. Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the city.
- H. The City reserves the right to waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the Proposer.

Business Registration. The successful contractor, prior to commencing operations, shall register their business with the City pursuant to applicable regulations.

Economy of Proposal Preparation. Proposals should be prepared simply and economically, by providing straightforward and concise descriptions of Proposer capabilities related to specified elements, units or services. Proposals should not include any information not specifically identified or specified as a required response or attachment.

Acceptance of Proposal Content. The contents of the proposal of the successful Proposer will become contractual obligations if acceptance action ensues. Failure of the successful Proposer to accept these obligations in a contract may result in cancellation of the award.

Liability and Insurance. The successful Proposer must submit proof of liability insurance with the limits not less than the stated requirements. Such proposer shall provide evidence satisfactory to the City of Page of coverage by Commercial General or Comprehensive General Liability insurance of not less than \$1,000,000 combined single limits, and obtain an endorsement naming the City of Page, its officers, employees, and agents as additional insured under each such policy.

Incurred Costs. Neither the City, nor its officers, agents nor employees are liable for any cost incurred by Proposer prior to issuance of a food service contract. All prospective Proposers who respond to this RFP do so solely at the Proposer's cost and expense.

Disposition of Proposals. All materials submitted in response to the RFP, including samples, shall become the property of the City upon delivery.

Section 4: PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL INFORMATION

Proposers must submit the designated written information to the City as outlined and, in the sequence, provided by the City. Emphasis should be on complete, concise, and clear content limited to the information requested in the Required Submittal Information.

The City shall have the right to disqualify any proposal as a result of the information gathered in its research whether that information is provided through this RFP process or outside this RFP process. Proposals shall be submitted by the time and date, at the place and in the manner as described in the RFP advertisement.

The proposal shall include, at a minimum, the following items:

- A. Submit a written statement of recent experience of Proposer in a similar concession's operation. The proposal must include information on similar operations that Proposer has operated and believes are sufficient qualifications for operating the City Concession Stand.
- B. A written explanation and description of the following items:
 - 1. Organizational structure and chain-of-command.
 - 2. Employee training (i.e., food handling, customer service, etc.). Sanitation/Cleanliness procedures.
 - 3. Ability to support special events, private parties, and sport tournaments.
- C. Submit a sample menu, pricing structure, portion sizes, brands, etc.
- D. Describe, in writing, the ability of Proposer to meet requirements for concession stand startup.

Section 5: PROPOSAL SELECTION AND EVALUATION CRITERIA

Selection Process. An RFP Selection Committee will evaluate the proposals on how fully each proposal meets the requirements of the RFP. Personal interviews may be conducted following panel review of submitted proposals. The City will negotiate a final agreement with the successful Proposer. If no acceptable arrangements can be made, negotiations with the next highest ranked Proposer will occur. The successful Proposer will be required to complete a contract which will incorporate the proposal and work schedule as a part of the contract.

Evaluation Criteria. Proposals will be evaluated based on the criteria shown below. If interviews are held, the top ranked Proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview.

ITEMS OF CRITERIA LISTED BELOW.

- A. Prior experience of the Proposer in operating similar concession operations 20 points
- B. Proposer's Menu selection and pricing structure 20 points
- C. Proposer's ability to meet anticipated startup date -10 points

NOTE: In addition to submitted proposal, the City reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the contract award.



Front View of Concession Stand





Storage Closet



Ice Maker



Additional view of kitchen