

Concession Vendors/Food Trucks Request for Proposals



DEKALB
PARK DISTRICT
Explore & Engage!

Issued: January 7, 2019
Proposals Due: February 15, 2019

**DeKalb Park District
Concession Vendors/Food Trucks
Request for Proposals**

I. INTRODUCTION

The DeKalb Park District (DPD) is seeking seasonal concession vendors and food trucks to provide food and beverage services to the public at District facilities and events. This Request for Proposal (RFP) represents a solicitation by DPD for services. This RFP is intended to encourage vendors to clearly show that they are qualified to provide food and beverage service in a consistent manner for one year. Each proposal must clearly identify knowledge of concessions operations, food safety practices, contract relations and demonstrate financial stability. Requirements and District needs are outlined in this RFP.

II. QUALIFICATIONS AND PROPOSAL INFORMATION

a. Minimum Qualifications

Concession vendors/food truck operators must meet these minimum qualifications:

- All food and food products offered for sale shall be from sources approved or considered satisfactory by the DeKalb Public Health Department
- Vendor is responsible for acquiring and maintaining all necessary licenses, registrations, certifications and permits required for operation by local, state and federal law.
- The DeKalb Park District has an exclusive contract with Pepsi to provide fixed fountain beverage, over the counter beverage and beverage vending services. Proposers must be able to adhere to this exclusive agreement by providing only Pepsi products as part of their concession services and must order product from Pepsi.
- Mobile food carts, ice cream truck/mobile carts will also be considered as part of the overall work plan proposal.
- License/lease will not include catering or similar service to individuals or groups of individuals using park areas nor will such exclusive right include a right to restrain or prevent park patrons from bringing in their own food, drinks and convenience items in to any park. All vending machines are excluded from this RFP
- Sale of tobacco within the parks or at any DPD facility is prohibited.
- Sale of alcoholic beverages is prohibited except with an alcohol permit from the District. Any vendor selling alcohol must also comply with all city, state, and federal regulations. The District will only consider permitting alcohol sales at a very limited number of events.

b. Schedule of Services

- Selected vendor(s) shall agree to offer concession services during the days/times of selected District facility hours of operation, athletic game play, and/or special events. A list of the opportunities available for vendors is below:
- Hopkins Park Ball Fields
 - Description: There are 4 baseball diamonds at this park where youth baseball games are played 4 nights per week late May through mid-July. Average daily attendance at this location is 195 people.

- Desired business hours of operations: As games are scheduled, typically weeknights 5:30 pm to 10 pm.
- Space or site available for proposal: Food Truck/Mobile Concession Stand
- Utilities: Electrical and water hook-ups are available.
- McCormick Park Ball Fields
 - Description: There are 3 softball fields at this park where youth softball games are played 4 nights per week late May through mid-July. Average daily attendance at this location is 130 people.
 - Desired business hours of operations: As games are scheduled, typically weeknights 5:30 pm to 10 pm.
 - Space or site available for proposal: Food Truck/Mobile Concession Stand
 - Utilities: Electrical and water hook-ups are available.
- Katz Park Softball Fields
 - Description: There are 3 softball fields at this park where adult softball games are played 4 nights per week late April through mid-October. Average daily attendance at this location is 130 people.
 - Desired business hours of operations: As games are scheduled, typically weeknights 5:30 pm to 10 pm.
 - Space or site available for proposal: Food Truck/Mobile Concession Stand
 - Utilities: Electrical and water hook-ups are available.
- Kiwanis Park Soccer Fields
 - Description: There are multiple soccer fields at this park where youth soccer games are played on Saturday mornings from April to June and from August to October. Average daily attendance at this location is 500 people.
 - Desired business hours of operations: As games are scheduled, typically Saturday mornings 8 am to 11 am.
 - Space or site available for proposal: Food Truck/Mobile Concession Stand
 - Utilities: Water hook-up is available.
- Sports and Recreation Center
 - Description: This indoor sports facility has 2 indoor soccer fields and 2 gymnasiums where soccer games and basketball games are scheduled from late October through early April. Average daily attendance at this location is 1500 on Saturdays and 750 on Sundays.
 - Desired business hours of operations: As games are scheduled, typically Saturdays 9 am to 6 pm and Sundays 11:30 am to 7 pm.
 - Space or site available for proposal: The concession area is approximately 330 square feet in size and is located on the 2nd level of the Sports and Recreation Center, adjacent to the spectator seating area. Equipment in the concessions facility will be included in the monthly rental rate and will remain the property of the District at the conclusion of the contract. Equipment includes a small fryer, microwave, flat-top grill, hot dog machine, cheese machine, chip machine, ice machine, coffee maker, freezer, and refrigerator.

- Hopkins Park Aquatic Center
 - Description: The Hopkins Park Aquatic Center is an outdoor aquatics facility that includes a 50-meter pool, a zero-depth wading pool, a diving well with a high dive and a spray ground. The facility is open from May 25th to August 18th. Open swim hours are from 11:30 am to 7 pm on Sunday through Friday and 11:30 am to 5 pm on Saturdays. On average the facility hosts approximately 33,000 visitors each summer.
 - Desired business hours of operations: 12:30-4 pm
 - Space or site available for proposal: The concession area is approximately 225 square feet in size. It is located on the north side of the Hopkins Park Aquatic Center with outdoor seating provided. Equipment in the concession facility will be included in the monthly rental rate and will remain the property of the District at the conclusion of the contract. Equipment includes: Popcorn machine, nacho chip warmer, nacho cheese dispenser, microwave, upright freezer.
- Hopkins Park Events
 - Municipal Band Concerts
 - Tuesdays, June 11, 2019 through August 20, 2019
 - 8:00 pm to 9:30 pm
 - Hopkins Park
 - Movies in the Park
 - June 14, 2019; July 12, 2019 and August 9, 2019
 - Movie begins at dark
 - Hopkins Park
 - Space or site available for proposal: Food Truck/Mobile Concession Stand
 - Utilities: Electrical and water hook-ups are available.
- Music at the Mansion
 - June 12, 19, 26, July 10, 17, 24, 31, August 7
 - Opening act at 6:00 pm; Main concert at 7:00 pm
 - Ellwood Mansion grounds
 - Space or site available for proposal: Food Truck/Mobile Concession Stand
 - Utilities: Limited electrical and water hook-ups may be available.

c. Equipment

At concession sites where a permanent concession site is available, the District will make existing equipment available to the selected vendor(s). The vendor is responsible for the maintenance of this equipment for the duration of the contract. Upon conclusion of the contract, the equipment will remain the property of the District. The selected vendor(s) will be responsible to supply any additional necessary equipment to perform the contract and will submit a list of this equipment with their proposal.

d. Menu

Foods and beverages offered for sale shall be sold at reasonable prices. The vendor shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or

service. It is agreed that all articles sold or used under this agreement will be of good quality determined by Superintendent of Recreation or his/her designee.

The successful vendor shall keep at all times on public display the prices, rates and charges which may be made for the sale of goods and services to the public. Concession signage shall be attractive and professional and ADA compliant.

The vendor shall operate, serve and dispense quality foods and beverages with adequate portions. Such operations shall be in an environment of complete cooperation with District personnel. The Vendor shall at all times comply with all applicable laws and regulations of the United States, the State of Illinois, DeKalb County and the City of DeKalb, and all applicable health rules and regulations. All foods must be fresh and of best quality at all times.

e. Personnel

The vendor will be responsible for hiring the necessary personnel or soliciting the necessary volunteers to conduct operation of the concessions. The vendor will comply with all federal, state and local laws related to minimum wage, social security, nondiscrimination, Fair Labor Standards Act, unemployment compensation and workers' compensation.

The vendor shall at all times provide an active, qualified and competent supervisor of the facility who shall be authorized to represent and act for the vendor in matters pertaining to the day to day operation of the facility. The vendor further agrees to have at all times sufficient attendants on duty to render adequate service to the public.

All employees and/or volunteers of the vendor shall be neat and properly dressed and shall be courteous to the public. Employees and/or volunteers shall follow the DeKalb Park District customer service standards. A copy of these standards will be provided to vendors. At the request of the Superintendent or her designee the vendor shall provide name badges for all employees/volunteers and shall dismiss any employee/volunteer whose conduct is contrary to the interest of the District. Vendor shall conduct background checks on all employees/volunteers and submit them to the Superintendent of Recreation prior to employment.

f. Utility Bills & Maintenance

For vendors utilizing District facilities for operations, it is agreed that the DeKalb Park District shall pay all utility bills and provide for repair and maintenance for the building/facility, other than routine daily cleaning/maintenance procedures. The DeKalb Park District shall have the right to enter the facility operated by the vendor at any responsible time to examine the premises and make any repairs and improvement that it deems necessary. Any equipment furnished by the District under the contract will be maintained by the selected vendor(s).

The vendor shall repair any damages resulting from negligence or neglect of daily routine cleaning and maintenance on his/her part or on the part of any of his/her employees or agents, to District property or equipment. Failure to make said repairs after receiving written notice from the District will result in District repair, the

reimbursement of which shall be paid by the vendor within fifteen (15) days after notice. Failure to make such payment shall place the vendor in default of their contract and subject to termination of the contract, at the discretion of the District.

Upon termination of the contract the premises must be cleaned and returned to the District in the same condition or better than they were at the start of the contract.

g. Improvements

It is agreed that any permanent improvements or additions made to District concession facilities shall become the property of the DeKalb Park District at the completion, termination or default of this contract. Vendor specifically agrees that no structural alternation shall be undertaken without the written approval of the Superintendent of Recreation of the DeKalb Park District.

h. Garbage Disposal

The vendor is responsible to ensure that all garbage generated from the operation is placed into designated trash or recycling containers. Disposal costs shall be the responsibility of the DeKalb Park District. The vendor is accountable and responsible for cleaning and trash removal of immediate area adjacent to concession location(s).

i. Insurance

Insurance coverage requirements are as follows:

- A. Worker's Compensation insurance with the Illinois statutory limits and Employer's Liability insurance with minimum limits of \$1,000,000 each accident.
- B. Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence combined single limit.
- C. Automobile Liability insurance covering all owned, hired and non-owned vehicles with limits of \$2,000,000, single limit, per occurrence for bodily injury and property damage.
- D. Deductibles: The vendor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
- E. Insured: All policies shall name the vendor as insured.
- F. Cancellation Notice: All policies shall include the following language: "Should any of the above policies be canceled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named on this certificate."
- G. Additional Insured: All policies include the following language, "The DeKalb Park District their officers, agents, employees, and volunteers, all boards, commissions and /or authorities and board members, including employees and volunteers thereof are added as additional insured."
- H. Subcontracting any of the services is prohibited without written permission of the Executive Director of the DeKalb Park District. If any work is sublet in connection with the contract the selected vendor(s) shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the vendor.

- I. The provisions requiring the vendor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the vendor under this contract.
- J. In recognition that small vendors may find it challenging to meet these insurance requirements, the District has the authority to vary from the specified limits as deemed necessary.
- K. If, during the term of the contract, changed conditions or other pertinent factors should in the reasonable judgment of the DeKalb Park District render inadequate insurance limits the selected vendor(s) will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the selected vendor(s)' expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the District.
- L. Hold harmless/Indemnity:
 - a. The selected vendor(s) agrees to save harmless and defend the DeKalb Park District against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the DeKalb Park District may suffer as a result of claims, demands, costs or judgments against it arising from, out of, or in consequence of the performance of this agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the DeKalb Park District it's officers, agents or employees.
 - b. The selected vendor(s) agrees that it is its responsibility and not the responsibility of the District to safeguard the property and materials used in performing this contract. Further the Vendor agrees to hold the DeKalb Park District harmless for any loss of such property and materials used pursuant to the selected vendor(s) performance under this contract.

j. Licenses

Vendor is responsible for acquiring and maintaining all necessary licenses, registrations, certifications and permits required for operation by local, state and federal law. Proposal submittal must include copies of all concessions or other licenses required to provide the requested services.

k. Advertising

Vendor shall not employ or use any persons known as "criers" or other noise makers as a means of attracting attention to the vendor's business, not approved by the District, or to the extent of creating a nuisance.

l. Payment of Sales Tax

Vendor is solely responsible for calculating and remitting state and local sales tax on items sold. Copies of sales tax returns shall be available upon the District's request.

m. Compliance with Laws

The selected vendor(s) shall not permit on the premises any gambling or games of chance, or install or operate, or permit to be installed or operated, any device or conduct any activities which, in the opinion of the District, are contrary to good morals or are otherwise objectionable. No weapons, including concealed guns, or dangerous/hazardous materials are to be brought to or stored on site.

b. District Point of Contact

In order to avoid any potential confusion, and to minimize the burden to District staff, the District requires that all questions concerning the RFP must be directed in writing to Amy Doll by email at adoll@dekalbparkdistrict.com. Individuals or firms interested in submitting a proposal are asked not to contact other members of the DeKalb Park District team or Board Members in connection with the RFP.

c. Proposal Submission Instructions

Please note that vendors may submit proposals for one area of operation or for several. Responses should be direct and to the point, providing enough detail so that they can be understood. Proposals should include the following information:

- Business name, Address, Telephone, Email, Website
 - Contact Person Name
 - Concession Vending Experience
 - Location/Events for Proposed Services
 - Proposed Menu Items
 - Any and all tenant improvements desired.
 - Electrical requirements
 - References
 - Proposed Fee to the District (Monthly Rate; Per Event Rate; Percentage of Sales)
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- All applicants are encouraged to visit the site (or sites) prior to submitting a proposal. Sites vary in locations and in description; some have permanent concession facilities while others will require mobile carts or trailers.
 - Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.
 - Failure to include in the proposal all information requested may be cause for rejection of the proposal.
 - Any samples, CDs, DVDs or any other items submitted with the proposal will not be returned to the proposer. All proposals become the property of the DeKalb Park District.

To be ecologically focused, it is preferred that proposals and exhibit documents be submitted in a PDF format through email or a Dropbox. The subject line of the email should read **PROPOSAL: CONCESSION SERVICES**. Any proposals received after the deadline will not be considered. Paper proposals will also be accepted. Applicants assume all costs associated with submission of the proposal.

All proposals are due on or before February 15, 2019 to:

Amy Doll
DeKalb Park District
1403 Sycamore Road
DeKalb, IL 60115
815.758.6663
adoll@dekalbparkdistrict.com

III. Selection Criteria

Proposals will be evaluated and ranked. The DeKalb Park District reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more vendors. The District reserves the right to reject all proposals and request new proposals. The vendor(s) selected for the award will be chosen on the basis of apparent greatest benefit to the District, including but not limited to:

1. Days and Hours of Operation

How many days per week and during what hours do you intend to operate the concession?
What date would you prefer to open and when would you prefer to close?

2. Products/Services Offered for Sale

What products do you intend to offer? What price? What size(s)? What nutritional options do you intend to offer? Please list all proposed items and unit prices.

3. Concession Experience/Business Reference

Please list at least three (3) business references that will support, document or verify your performance in providing concessions and/or operating a business.

4. Compensation/Cost Proposal

VII. TIMELINE

- Request for Proposals Issued: January 7, 2019
- RFP Questions Deadline: February 12, 2019
- Proposals Due: February 15, 2019
- Interviews with Vendors (If necessary): February 18-22, 2018
- Board approves vendors: March 21, 2019
- Concession/Vending Operations begins: April 1, 2019

The District will make every effort to administer the proposal process in accordance with the terms and dates as discussed in this RFP. However, we reserve the right to modify the proposal process and dates as deemed necessary.

VIII. OTHER TERMS AND CONDITIONS

- Nothing in this RFP will preclude the District from utilizing services from other food/concession vendors to compliment this agreement and provide services to the District.
- The contract may be terminated by either party by giving the other party no less than thirty (30) days written notice. Under no circumstances will any damages be paid as a result of termination of this contract.

- The District reserves the right to reject any or all proposals, to waive any irregularities, or informalities in any proposal or proposal procedures, and to accept or reject any item or combination of items. The award will be to the proposer whose proposal complies with all the requirements set forth in this RFP, and whose proposal in the opinion of the District, is the best proposal taking into consideration all aspects of the proposer's response, including the total net cost to the District.
- Submissions will not be returned.
- Late submissions will not be accepted.