



CITY OF DULUTH
REQUEST FOR PROPOSALS FOR
CONCESSIONAIRE FOR WHEELER SOFTBALL COMPLEX
RFP NUMBER 22-AA09
ISSUED April 12, 2022

PROPOSALS DUE by 4:00 PM local on Wednesday, April 27, 2022

SUBMIT TO
CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 120
411 WEST 1ST STREET
DULUTH, MN 55802
Purchasing@DuluthMN.gov

PART I - GENERAL INFORMATION

I-1. Project Overview. This proposal is for securing concession rights to the Wheeler Softball Complex concession stands operated by the City of Duluth Parks and Recreation Division. The City of Duluth will grant rights to the successful respondent(s) to operate the concession stands for all events at the location. Proposals submitted for less than the acceptable amount will not be considered. Additional detail is provided in **Part IV** of this RFP.

I-2. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-3. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** April 19, 2022. Answers will be posted as an Addendum to the RFP by April 21, 2022.

I-4. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <https://www.duluthmn.gov/purchasing/bids-request-for-proposals/> . Although an e-mail notification will be sent, it is the Bidder's responsibility to periodically check the website for any new information

I-5. Proposals. To be considered, proposals must arrive at the City on or before the due date and time listed on page one. Proposals may be submitted electronically by email to purchasing@duluthmn.gov. Please include "22-AA09 Wheeler Concessionaire" in the subject line of your email. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 60 days or until a contract is fully executed.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

I-6. Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/> .

I-7. Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to be a one (1) year agreement with two optional (2) two-year renewals. The selected Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

I-8. Mandatory Disclosures. By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

I-9. Notification of Selection. Bidders whose proposals are not selected will be notified via email.

PART II - PROPOSAL REQUIREMENTS

Each applicant that submits a written proposal must meet the minimum requirements as detailed herein and shall include the following documents; which will be used as evaluation criteria in selecting the most qualified concessionaire.

1. Provide a description of the level of service, use of premises and type of products you intend to sell and the estimated pricing for each item.
2. Equipment Plan- Provide an outline of what equipment will be used.

3. Start Up Plan. Outline the plan for the Premises and the timing for start-up of the operation.
4. Provide a proposed operating & staffing schedule for the operation of concessions during the regular season.
5. Provide a Resume clearly stating background and experience as a concession operator proving quality service through similar operations, demonstration of qualifications necessary to operate the concession in a business-like manner and three (3) references with name of contact person, email and telephone number.
6. Provide a proposed profit share percentage for the city. (Profit to be determined by gross sales less documented expenses.) The city's profit share will help to offset facility utility costs. Proposal should outline how this would change over the course of potential 5-year auto renew agreements.

PART III - CRITERIA FOR SELECTION

The proposals will be reviewed by City Staff. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

Qualifications of the Bidder and Personnel	40%
Prior experience with similar work	30%
Work Plan	10%
Profit Share	20%

PART IV – PROJECT DETAIL

The awarded Concessionaire will be required to provide proof of insurance which meets the requirements identified in Appendix B and provide proof of all required Health Permits.

Duties:

1. Operate during summer softball, fall football, and league play as well as any tournaments or events as needed per schedule sent by Parks and Recreation staff. At a minimum concessionaire shall operate on weekday evenings per the league schedule, as well as all scheduled tournaments and events. See attached tentative schedule for 2022 to date in Appendix C as an example of use.
2. Concessionaire shall clean and maintain the Premises in a safe and clean manner at all times, including all appliances and equipment located within the Premises. The City shall be responsible for cleaning the restroom facilities in the Building.
3. Concessionaire may sell advertising sponsorships for fields 1-5 and shall pay to the City one-half (1/2) of the advertising revenue it collects. Prior to entering into

any agreement, Concessionaire shall provide the City with all documentation relating to potential advertising revenue for approval of terms and conditions within the agreements. This includes, but is not limited to, copies of all advertising contracts and invoices.

4. Concessionaire is responsible for operation staffing and is responsible for supervision and compensation of all employees.
5. At the end of each day, Concessionaire shall remove all trash and recycling from within the building to the City provided receptacles.
6. Concessionaire agrees to obtain and maintain all licenses and permits necessary to operate a concession stand as required by any and all governmental agencies.
7. Concessionaire may sell souvenirs and other hard goods, as approved by Parks and Recreation in writing.
8. Concessionaire agrees to provide, maintain and repair facilities and equipment as necessary for the sale of concessions. Concessionaire will be responsible for the cost of any losses resulting from spoilage of frozen or refrigerated foods due to a power outage or equipment failure. If either equipment is needed, in replacement of or addition to the existing equipment, the equipment must meet appropriate NSF standards and purchase details finalized with Parks and Recreation prior.
9. Concessionaire takes over the facility in 'as is' condition. Any improvements will need to be made by concessionaire and approved by the city.
10. Parks and Recreation reserves the right to hire Food Trucks for events with the understanding that items for sale are different from those being sold in the concession stand.

APPENDICES

Appendix A – Proposal Cover Sheet

Appendix B – Insurance Requirements

Appendix C – Sample Concession Schedule

**APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
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Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Title	

**APPENDIX B – INSURANCE REQUIREMENTS
CITY OF DULUTH
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Indemnification.

To the extent allowed by law, Service Provider shall defend, indemnify and hold City and its employees, officers, and agents harmless from and against any and all cost or expenses, claims or liabilities, including but not limited to, reasonable attorneys' fees and expenses in connection with any claims resulting from the Service Provider's a) breach of this agreement or b) its negligence or misconduct or that of its agents or contractors in performing the Services hereunder or c) any claims arising in connection with the Service Provider's employees or contractors, or d) the use of any materials supplied by the Service Provider to the City unless such material was modified by City and such modification is the cause of such claim. This Section shall survive the termination of this Agreement for any reason.

Insurance.

A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:

- (1) Workers compensation insurance in accordance with applicable law.
- (2) Public Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
- (3) City of Duluth shall be named as an Additional Insured under the Public Liability and Automobile Liability and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider's interests and liabilities.

B. Such insurance shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

C. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

**APPENDIX C – SAMPLE CONCESSION SCHEDULE
CITY OF DULUTH
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2022 Wheeler Concession Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday/Sunday
May 9 – 31	5:30 – 9:30pm	5:30 – 9:30pm	5:30-9:30pm	5:30-9:30pm		1 tourney weekend approx 10am-6pm
June	5:30 – 9:30pm	5:30 – 9:30pm	5:30-9:30pm	5:30-9:30pm		1-2 tourney weekends (maybe Fri) approx. 10am-6pm
July	5:30 – 9:30pm	5:30 – 9:30pm	5:30-9:30pm	5:30-9:30pm		1-2 tourney weekends approx. 10am-6pm
August	5:30 – 9:30pm	5:30 – 9:30pm	5:30-9:30pm	5:30-9:30pm		1-2 tourney weekends Approx. 10am-6pm
September 13- October 13		5:00-9:00pm		5:00-9:00pm		