

NOTICE INVITING PROPOSALS

Sealed proposals will be received at the office of the City Clerk, City of Prescott, 201 South Cortez St., Prescott, Arizona, 86301, until 2:00 P.M. on Thursday, August 28, 2008, for the furnishing of BALLFIELD CONCESSION SERVICES, as specified. All proposals will be opened at 2:00 P.M., on Thursday, August 28, 2008, at City Hall Council Chambers.

Any proposal received after 2:00 P.M. on the above stated date and time will be returned unopened. The City of Prescott reserves the right to accept or reject any and all proposals, or any part thereof, and waive any informalities deemed in the best interest of the City.

Copies of the Notice Inviting Proposals, specifications and necessary information are available by contacting Rudy Baranko, City of Prescott Parks, Recreation & Library Department, 824 E. Gurley St., Prescott, AZ 86301, phone (928) 777-1599.

The outside of the proposal envelope shall indicate the name and address of the proposer, shall be addressed to the City Clerk, City of Prescott, 201 S. Cortez, Prescott, AZ 86303, and shall be marked: "Proposal: BALLFIELD CONCESSION SERVICES."

City of Prescott Request for Proposal

It is the intent of the City of Prescott to receive sealed proposals for the provision of BALLFIELD CONCESSION services for the following City owned facilities: Pioneer Park, Ken Lindley Stadium, Heritage Park, Kuebler Field, and Bill Vallely Field/Roughrider Park.

The Successful Proposer will contract with the City to provide services that generally include exclusive rights to sell food and non-alcoholic beverages at designated games at Pioneer Park, Ken Lindley Stadium, Heritage Park, Kuebler Field, and Bill Vallely Field/Roughrider Park. The Successful Proposal must include all parks as listed. For information about facilities, or to tour and inspect each location, contact Rudy Baranko, Assistant Director, Parks, Recreation & Library Department at (928) 777-1599.

Concessionaire will operate concession stands at each location a minimum of 30 minutes prior to the first scheduled game of the day, and one hour after the start of the last game scheduled.

The City will provide a schedule of all games at which the Concessionaire is expected to operate concession services. It is the responsibility of the Concessionaire to retrieve this schedule on a weekly basis. Any deviation from the scheduled dates and times of operations will require written authorization from the Recreation Services Director.

City co-sponsored youth sports organizations and college sports teams will have the option to designate concession services during their primary season of play which may or may not include this contractor.

The City of Prescott reserves the right to contract other and additional concession services at designated special events and sporting events to be determined by the Recreation Services Director. This contract will not automatically include special events and sporting events. Contractor may be invited to participate in special and sporting events by the Recreation Services Director. Special and sporting events may be subject to different terms and conditions than are contained in this contract.

The City will have final determination of which products will be offered for sale. The City will receive and approve menu and pricing options on an annual basis on or before March 1st of each year. Concessionaire will provide the city with an annual record of sales per site. This must be submitted no later than November 1st of each contracted year.

Concessionaire will provide bottled water to teams participating in tournaments at cost + 20% during each teams' scheduled game time only. The Tournament Director will provide Concessionaire with a finalized schedule of teams and times three days prior to the start of each tournament.

The contract will be for a period of three years with option of renewing for three additional one-year periods. This contract agreement will be administered by the City of Prescott Recreation Services Director or designee. All questions regarding the contract shall be referred to Recreation Services Director. The request for renewal must be submitted within thirty (30) days before the termination of the contract, in writing, by the Concessionaire, and will become effective only upon the written consent of the Recreation Services Director.

Definite criteria for evaluation of the responses shall include technical capabilities, education and safety plans, comparative feasibilities of the approach or other elements where price is not the determining factor.

Negotiations following the opening of the proposals is not required if one or more of the initial proposals is fully satisfactory to those evaluating the proposals on behalf of and in the best interest of the City.

Award may be made by City Council based upon the content of the proposal as first submitted, without discussion with the proposer or changes of the content. The submittal by any or all proposers may be canceled or rejected in whole or in part, by the sole opinion of the City. The City's decision will be final.

Inquiries or Interpretation

All inquiries concerning the RFP are to be directed to:

Rudy Baranko, Assistant Director
City of Prescott Parks, Recreation & Library Dep't.
824 E. Gurley St.
Prescott, AZ 86301
(928) 777-1599
rudy.baranko@cityofprescott.net

If a Proposer is in any doubt as to the meaning of this Request for Proposals, a written request for interpretation may be submitted no later than ten (10) days prior to the opening date of the sealed proposal. The City will not be responsible for any explanation or interpretation other than those submitted in writing.

The Proposer is advised to read this RFP in its entirety. Failure to read and/or understand any portion of the RFP shall not be cause for waiver of any or all of the RFP.

Submittal of Response

Three (3) signed copies of the Proposal shall be submitted to the City Clerk, City of Prescott, 201 S. Cortez (P.O. Box 2059), Prescott, AZ 86301. Proposals shall be handled by the City in a manner as to prevent disclosure of the contents thereof to competing Proposers during the process of evaluation.

The Proposer will be responsible for all costs incurred in preparing a proposal or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City of Prescott and will not be returned.

Proposal Content

The response to this RFP should be specific and complete in detail, address each item by the order given in the RFP and be prepared in a straight forward manner.

1. Provide a cover letter on your organization's stationery that expresses your intent to respond to the RFP. Describe in detail how you propose to provide ballfield concession services at each location.
2. Define the capability of the organization to provide the desired services and list the names of contact persons with phone numbers and mailing addresses. Include a brief history of each person's experience.
3. Provide details of your plan to provide food and non-alcoholic beverages at ballfields. What items do you plan to offer on your menu at each location?
4. Describe your marketing strategy particular to the operation including anticipated growth. How do you plan to ensure a successful and profitable enterprise?

5. Concessionaire shall not, at any time, without first obtaining the Recreation Services Director's express written consent, install, operate or maintain in the licensed property any electrical equipment which will overload the electrical system therein or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by the City. The City will furnish at its own expense water, electricity and sewer services. Equipment installed at each location by the concessionaire for the purposes of this concession service will remain the property of the concessionaire.
6. Provide a schedule, identified by field, of compensation to be paid to the City by Concessionaire for the privilege of providing exclusive concession services.
7. Provide any other information that may show your intent and desire to operate a business that would be profitable for your organization as well as meet the needs of the City of Prescott.

The Successful Proposer shall agree to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Successful Proposers' participation in the proposal whether said claims, liabilities, expenses or lawsuits arise by the acts or omission of the successful Proposer's subcontractors, their agents or employees.

Certification of Proposal

The proposal shall be certified with the signing of the cover letter by a representative of the organization authorized to bind the proposal and be identified by name, title, address and phone number.

Withdrawal

Proposals may be withdrawn, altered, and/or resubmitted at any time prior to opening of the proposals as advertised. Proposals shall be valid, firm, in effect and not subject to withdrawal for a period of sixty (60) days after the stipulated date of receipt.

The City reserves the right to waive informalities and minor irregularities in proposals received and to accept the most responsible offer. The City reserves the right to accept or reject any or all of the proposals.

Indemnification and Hold Harmless Clause

The Contractor hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Contractor's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Contractor further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Contractor has or may have against the City, its agents or employees, arising out of or in any way connected with the Contractor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents

Insurance Requirements Ballpark Concessionaire

The Contractor shall obtain and maintain in effect during the term of this Agreement a policy or policies of liability insurance with limits not less than those stated below:

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor ".

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:
"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

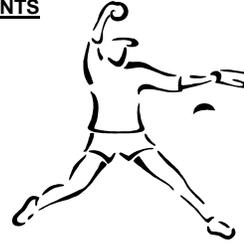
3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the City of Prescott.



2008 CALENDAR OF SPORTING EVENTS



		<u>Sites</u>
April 5	Prescott Little League Opening Ceremonies	Bill Valley
April 18-20	AYSO Mile High Youth Soccer Classic	Various Fields
April 26-27	Pai Pride Youth Basketball Tournament	Various Courts
May 3-4	27th Annual Cinco de Mayo Slow-Pitch Softball	Pioneer/Kuebler
May 9-10	17th Annual Tom Tobin Senior Men's 65's & 70's Softball	Pioneer/Kuebler
May 10	Hershey's Track and Field Event	Prescott High Sch.
May 11	Mile High Baseball Tryout Camp	Yavapai College
May 17-18	17th Annual Tom Tobin Senior Men's 50's, 55's, 60's Softball	Various Fields
May 24-26	Girl's ASA 14 & Under National Qualifier	Various Fields
May 25	USA/ASA Women's Olympic Softball Team Exhibition	Ken Lindley
May 24-26	Mile High Madness Baseball Classic	Various Fields
05/30 – 06/01	Men's Fast-Pitch Softball Open Invitational	Lindley/Valley
05/30 – 06-01	AZ Double Play Baseball Tournament	Yavapai College
June 2-5	Mile High Baseball Day Camp:	Valley/Yavapai
June 6-8	AZ Double Play Baseball Tournament	Yavapai College
June 7	Prescott Girl's Softball League Playoffs	Heritage Park
June 9-12	Parks & Recreation/Roughrider Soccer Camp	Yavapai College
June 12-15	Prescott Invitational Baseball Tournament	Various Fields
June 14-15	Beat the Heat Girl's Fast-Pitch Invitational	Various Fields
June 20-22	13th Annual Summer Shootout Baseball Tourney	Various Fields
June 21-22	ASA Cool Country Slow-Pitch Softball Classic #1	Pioneer/Kuebler
June 28-29	27th Annual Budweiser Slow-Pitch Softball	Pioneer/Kuebler
July 4-6	ASA Men's Class C Fast-Pitch State Championships	Lindley/Valley
July 9-13	Prescott "Big League" Little League State Tournament	Pioneer Park
July 12-13	ASA Summerstate Championships and Cool Country #2	Pioneer/Kuebler
July 18-20	ASA Girl's "Best of West" Fast-Pitch Championships	Various Fields
July 20-24	Nike Baseball Sports Camp	Pioneer Park
July 26-27	Jimmy Kretzman Memorial Slow-Pitch Tournament	Pioneer/Kuebler
July 27-Aug 1	Catalina Foothills Band Camp	Pioneer Park
August 2-3	Men's Fast-Pitch Open Invitational	Various Fields
August 2-3	ASA Last Chance Cool Country Classic #3	Pioneer/Kuebler
August 2-3	Men's Senior Baseball Tournament	Various Fields
August 9	Yavapai Community College Soccer Alumni Game	Ken Lindley
August 9-10	Chuck & Keith ("Ben") Jones Co-Ed Slow-Pitch	Pioneer/Kuebler
August 9-10	Men's Senior Baseball Tournament	Various Fields
August 14-17	Prescott Senior Olympics Softball	Various Fields
August 16	Tiny Tot Olympics	Granite Creek
Aug 28-Sept 1	ASA Men's Class C Fast-Pitch Nationals	Various Fields
Sept. 12-14	Mile High Baseball Fall Invitational	Various Fields
Sept. 27	Prescott Over-The-Line Softball State Championships	Heritage Park

