

**REQUEST FOR PROPOSAL  
(RFP)  
CONCESSION SERVICES AT GOLDEN EAGLE  
REGIONAL PARK (GERP)**

**RFP NO. 08/09-022**

**CLOSING TIME: RFP'S ARE DUE NOT  
LATER THAN 4:00 P.M. ON MARCH 4, 2009**



431 PRATER WAY  
P.O. BOX 857  
SPARKS, NV 89432-0857

NAME OF PROPOSER: \_\_\_\_\_

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NOTICE OF REQUEST FOR PROPOSAL  
CITY OF SPARKS

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed proposals only, for RFP FOR CONCESSION SERVICES AT GOLDEN EAGLE REGIONAL PARK RFP# 08/09-022 as stated in the RFP documents.

WORKSCOPE: The City of Sparks desires to contract with an Independent Food Service Provider qualified to make tenant improvements and to provide required equipment and labor to operate a full service restaurant as well as a concession area at the Golden Eagle Regional Park. Concession services are to commence with the beginning of the Spring 2009 Softball Season with the opening of the restaurant to occur as soon as practical following required tenant improvements. The contract period shall be for an initial five year term beginning upon award of RFP and mutual consent of the City of Sparks and the successful vendor, **approximately** April 1, 2009 through March 31, 2014 with options available to extend the agreement for two additional five year terms, but not later than March 31, 2024.

Said RFP's must be in the hands of the Purchasing Manager at 431 Prater Way, Sparks, Nevada, NO LATER THAN 4:00 p.m. on MARCH 4, 2009. RFPs that are postmarked but not received until after this deadline will not be accepted. RFPs received after the posted cut-off time will not be accepted.

All RFPs are to be marked clearly on the outside "RFP FOR CONCESSION SERVICES AT GOLDEN EAGLE REGIONAL PARK, RFP# 08/09-022." RFP's may be mailed to PO Box 857, Sparks, NV 89432, or delivered to the City of Sparks Purchasing Division, 431 Prater Way, Sparks, NV 89431.

RFP documents may be obtained at the City of Sparks Purchasing Division, 431 Prater Way, Sparks, Nevada 89431. RFP documents will be ready for pick up on and after February 25, 2009. There is no cost for these documents. RFPs may also be downloaded at [www.cityofsparks.us](http://www.cityofsparks.us) or from the City's bid broker, [www.demandstar.com](http://www.demandstar.com). Information may be requested by e-mail to Kathleen Rand, M.A., CPPB, Senior Buyer at [krand@cityofsparks.us](mailto:krand@cityofsparks.us). The City of Sparks will not entertain RFPs received by any electronic means.

The right is reserved to reject any and all Proposals or to accept the Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks also reserves the right to waive any irregularities and/or informalities in the RFP process.

For further information, contact City of Sparks Purchasing at (775) 353-2325 or Facsimile (775) 353-2399.

#315801/Publish Date: February 25, 2009  
Reno Gazette Journal - Legal Publications  
Proof of Publication Required

## OVERVIEW

Golden Eagle Regional Park represents the largest public work construction project in the history of the City of Sparks. The park facility is located in the northern section of Sparks (known as Wingfield Springs) at 6400 Vista Boulevard, behind Sparks Fire Station # 5.

The facility opened for operations in the Spring of 2008, the 130 acre sports complex is a year-round center for numerous adult and youth sports and other community events. Primary park construction is completed and includes 6 adult softball fields, 1 soccer/football field, 2 multi-purpose fields, 2 “Babe Ruth” baseball fields and 2 “youth” baseball fields. The entire 1.2 million square feet of playing surface will be covered in artificial turf, representing the largest installation of synthetic turf in North America to-date. The use of artificial materials will enable the City of Sparks to program the facility on a (nearly) year-round basis without concerns for damage to turf that is typical in natural turf fields.

A major component of the park construction includes the placement of a 2-story building in the middle of the 5-softball field “cloverleaf” at the south end of the park. This building will include offices and/or storage areas for City operations, but will also include rentable space for the provision of restaurant and concession services to patrons of the park facility. The purpose of this RFP is to identify a single concessionaire that is best able to provide both restaurant and concession services under contract with the City. A rendering of the park space can be found as an Attachment of this RFP.

The building is located at the south end of the park and not visible from Vista Boulevard.

### *Facilities/Scope of Operations*

The successful concessionaire will be required to operate two separate facilities to serve park patrons. The City will contract with one concessionaire for the operation of both facilities. The concessionaire has the option of sub-contracting one portion of the operation at their discretion. However, the City reserves the right to approve any sub-contracting arrangement whether it is originally submitted as a part of this RFP or requested during the term of the concessionaire contract.

Concessionaires shall be responsible for all required permits, fees, licenses (liquor, gaming, etc. as required) needed for the operation of a restaurant facility at this location. The concessionaire shall be the owner and operator of the licenses for the rented facility. The concessionaire will be responsible for all tenant improvements as well as ongoing operational costs to run their facility as designed including utility costs and trash services.

Restaurant: Taking up the entire 2<sup>nd</sup> floor of the building, the restaurant space will be provided to the successful concessionaire without improvements. A site plan showing the dimensions of the space and a listing of the building provisions provided by the City can be found in Attachments H and I of this RFP. It is the City’s expectation that a casual dining restaurant generally or specifically themed as a “sports bar” would be best suited for this space.

**PLEASE NOTE: The Golden Eagle Regional Park Sports Complex is designed as a world-class sporting venue. To this end, on-site smoking will be discouraged or prohibited in most areas. Therefore the City will require the restaurant facility to be designated as a non-smoking establishment.**

Walk-Up Concession Stand: The walk-up concession stand will serve snacks and beverages typically found at other City Park sports facilities including Shadow Mountain Sports Complex and Sparks Marina Park. Food preparation will likely be limited to the re-heating of frozen or pre-prepared foods.

***Hours of Operation***

Due to the programming needs of the facility, there will be required hours of operation to insure there are adequate services to park patrons. The successful concessionaire may add hours outside of the City required hours of operation, but those additional hours cannot exceed the allowable hours of operations for the facility.

Restaurant – Allowable Hours of Operation: 10AM – 12AM (Midnight) Daily

Walk-Up Concession Stand - Required Hours of Operation

5PM – 11:30PM (League Games)

8AM – 11PM (Tournaments)

League games take place Sunday – Friday from 5PM to 11PM from March – September.

Tournament schedules vary but generally take place most weekends from March through October from 8AM – 8PM)

***Timeline***

The successful concessionaire will be required to open the walk-up concession stand no later than April 13, 2009.

The 2<sup>nd</sup> floor restaurant shall open no later than July 1, 2009.

***Anticipated Volume***

Concessionaires responding to this RFP shall note that the information concerning the physical space and anticipated park participant volume is an estimate and the City shall not be liable for variances in these estimates.

The number of visitors and/or visits is based upon programming offered at the facility and does not include facility use for the purpose of casual recreation by the public or practice time by organized teams. Potential concessionaires are encouraged to be knowledgeable of all potential variables when considering their potential response to the RFP. The City of Sparks is proud of the high volume of adult and youth sports participants that play each year in City programs.

Softball Fields

The City of Sparks Parks and Recreation department hosts approx. 700 league teams each year. The majority of those teams participate between the months of April and September, 6 nights a week from 5:20 p.m. to 11:15 p.m.

That represents approximately 9,100 players or 91,000 visits to the facility (outside of practices). It is estimated that there are roughly 45,000 spectators.

Weekend tournaments run from March through November on practically every weekend. Tournaments bring another 850-900 teams annually representing another 12,000 players.

Deep Freeze softball runs Wednesday nights from January – February.

Adult Kickball runs Monday nights October - November, and February - March.

16 inch Chicago Ball runs Sunday nights from October- November.

Currently, December is the only month without scheduled programming at the complex, however, that is subject to change should the City determine a need.

Other Youth Fields

The restaurant and concession area that is the subject of this RFP is located within the cloverleaf of adult softball fields at the south end of the park. There are other fields located between the restaurant building and the entrance of the park that will host other adult and youth sports activities. It should be noted that these fields ARE NOT immediately adjacent to the restaurant space. Additionally, other walk-up concession space operated by non-

profit sports groups may be operated in closer proximity to the youth fields than the space offered under this RFP. Nonetheless, estimated numbers of participants at the youth fields are estimated below.

Two (2) youth baseball fields represent approximately 45,000 visits per year.

Two (2) Babe Ruth fields represent approximately 55,000 visits per year.

Three (3) Soccer/Football fields represent approximately 200,000 visits per year.

Total annual visitations on all youth fields at Golden Eagle Park are estimated at 300,000.

## INSTRUCTIONS TO PROPOSERS

### OBJECTIVES OF THE REQUEST FOR PROPOSAL

The primary objectives of this RFP shall be as follows:

1. Provide data necessary for the evaluation of competitive proposals submitted by qualified respondents.
  - \* Provide a fair method of analyzing submitted proposals.
2. Result in an Agreement between the successful proposer (unless all proposals are rejected) and the City of Sparks that shall meet the objectives as identified herein.

### PROPOSER'S REVIEW

Proposers are expected to examine all related documents of the Project Proposal. Failure to do so will be at the respondent's risk.

**A DULY AUTHORIZED REPRESENTATIVE OF THE PROPOSING FIRM SHALL SIGN THE PROPOSAL DOCUMENT. AN UNSIGNED PROPOSAL MAY BE DISQUALIFIED.**

Any questions concerning the REQUEST FOR PROPOSAL process should be referred to the City of Sparks Purchasing Manager, Dan Marran at (775) 353-2273 prior to RFP due time. Changes in the RFP which might arise out of such referral will then be made on the RFP documents. It is the responsibility of potential responders to have the most recent RFP documents.

### SUBMISSION OF REQUEST FOR PROPOSAL

**ONE (1) COMPLETE ORIGINAL AND FIVE (5) DUPLICATE COPIES of the entire proposal** submission package shall be delivered by the time and to the place stipulated in the Notice of Request for Proposal. It is the respondent's sole responsibility to see that their proposal is received at the place, date and time specified. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer as unacceptable. Oral, facsimile, telegraph, computer or telephone modifications will not be considered.

1. The proposal may be withdrawn by the proposer or a properly authorized representative by written request delivered to the place stipulated in the Proposal prior to the scheduled closing time for receipt of proposals.

2. Unauthorized conditions, limitations or provisions attached to a proposal may render it non-responsive and be cause for its rejection.
3. Modifications or withdrawals received after the time set for receipt will not be considered.
4. Vendor proposals must be valid for at least ninety (90) days from proposal submission date.

Altering the proposal language or any document or form may render your proposal non-responsive. Omission of any part of the Proposal Submission Package may render your proposal non-responsive.

Purchases of tangible personal property made by the City of Sparks are exempt from the State Sales Tax and Federal Excise Tax. However, pursuant to NRS 372.325, property sold to or used by a Contractor for the City of Sparks is not exempted.

### **PROPOSAL SCHEDULE**

The City will evaluate proposals, the following schedule is subject to change at the City of Sparks' discretion.

Publish RFP	February 25, 2009
Proposal due date	March 4, 2009
Develop the "short-list"	TBD
Select finalists (tentative)	TBD
Conduct vendor assessment (tentative)	TBD
Select vendor (tentative)	TBD
Council approval (tentative)	TBD
Negotiate contract terms and conditions	TBD
Begin work	TBD

*Note: If Respondents are invited to assessment they will be given notice approximately one week in advance of the presentation. The decision to conduct an assessment shall be at the sole discretion of the City of Sparks.*

### **RFP Response**

The City of Sparks reserves the right to waive any irregularities and/or informalities in the submitted proposal form, including rejection of any and all proposals. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy.

Signed copies of all Addenda and/or bulletins issued to prospective providers should be enclosed with the Proposal. Failure of the proposer to enclose said addenda or bulletins may be considered grounds for rejection of the RFP.

Should the successful proposer fail to deliver the materials or perform the services in accordance with the stipulated schedule, including any extensions authorized by the City of Sparks, the City may declare the successful proposer in default of contract and recover all damages, costs and fees (including Attorney's fees) allowable by law.

In the case of default by the successful Proposer, the City of Sparks may procure the service(s) from another source and hold the defaulting Proposer responsible for an excess cost occasioned thereby, debar the defaulting proposer for not less than one year or pursue other applicable legal remedies. The successful vendor may not

assign their rights and duties under this award without written consent of the City. Such consent shall not relieve the assignor of liability in event of default of their assignee. The City will notify you in writing if you have been awarded the contract.

### METHOD OF AWARD

Proposals submitted by interested Proposers will be reviewed by the City's RFP Evaluation Committee. The City of Sparks reserves the right to make an award without further discussion of the Proposal submitted without a best and final offer procedure. Therefore, the proposal shall be initially submitted on the most favorable terms the vendor can offer.

### QUESTIONS / INFORMATION

1. Questions concerning any aspects of the Proposal process should be addressed to Dan Marran, CPPO, C.P.M., Purchasing Manager at (775) 353-2273, [dmarran@cityofsparks.us](mailto:dmarran@cityofsparks.us)
2. Questions concerning the Specifications should be addressed to Stan Sherer, Parks and Recreation Director at (775) 353-2376, [ssherer@cityofsparks.us](mailto:ssherer@cityofsparks.us).
3. Questions concerning the Post-Award process should be addressed to: Purchasing Manager, (775) 353-2273.

### PROPOSAL, AGREEMENT AND DISPOSITION

The contents of the proposal and any clarifications thereto submitted by the successful proposer and accepted by the City of Sparks shall become part of the contractual obligation and incorporated by reference into any ensuing Agreement.

- All proposals shall become the property of the City of Sparks and shall not be returned to the proposer.
- The City reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the City reserves the right to delete or add functionality (i.e. modules) up until the final contract signing.
- All proposals submitted shall become public record under the laws of the State of Nevada, and the public may be given access thereto after the formal process has been completed. **If respondents include any information in their proposal that is proprietary in nature or that they would not want to be released to the public they should clearly mark and state that it is “Proprietary”. Proposals should contain sufficient information to be evaluated without reference to any proprietary information.**
- Respondent will serve as the prime contact for the Respondent evaluation phase of this RFP.
- Respondents will assume the responsibility of working closely with the City staff.

All data and information gathered by the proposer and its agents, including this RFP and all Reports, recommendations, specifications, and data shall be treated by the proposer and its Agents as confidential.



## EVALUATION OF OFFERS

### MEETINGS WITH PROPOSERS

The City of Sparks reserves the right to meet with respondents to discuss or clarify their proposal responses. All expenses incurred as a result of said meetings shall be the responsibility of the proposers.

### EVALUATION CRITERIA

Proposal evaluation shall be based on the following factors; but other factors shall be considered if need shall arise during the evaluation process. These factors are not listed in any particular order of importance. Vendors should note that proposals will be evaluated on factors that do not involve price. The City desires to select the proposal providing, in its judgment, the best value for the City.

The format for responses to this request for qualifications can be in a relative “free-form” format; however, with each response, a *Statement of Qualifications* must be provided that includes the following information:

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, or more, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Sparks City Council.

#### **Evaluation criteria:**

##### **A. Experience, Background, Qualifications (20 points)**

Criterion shall demonstrate Respondent’s ability to deliver and operate the proposed concession(s) based on an assessment of the Respondent’s retail experience, including experience with the proposed concepts and professional references. Potential vendors shall have a minimum of three consecutive years of restaurant management experience.

##### **B. Proposed Concession Plan: (50 points Combined 1 and 2)**

###### **1. Concept and Theme Development (35 points)**

Criterion considers the nature and variety of proposed facilities including merchandising, inclusion of branded products and services, innovation and visual presentation.

###### **2. Design and Quality of Improvements (15 points)**

Criterion considers the physical design of the proposed stores including innovation and creativity of concepts.

##### **C. Compensation Schedule (30 points)**

Financial projections and fee proposals shall be evaluated based on the overall compensation to the City assuming a standardized sales forecast. The Respondent(s) with the highest compensation to the City will receive 30 points. All other respondents will receive a percentage of points based on the variance of the compensation from the

highest proposal. For example, if a respondent proposes a compensation that equals 75% of the highest proposed fee, that Respondent will receive 75% of the total possible points.

**D. Financial Capability of Respondent (Pass/Fail)**

Criterion shall be based upon an assessment of the Respondent's ability to provide adequate capitalization to fund improvements as well as maintain continuous operations given existing obligations combined with the obligations detailed in this RFP. Criterion shall be deemed with a rating of either pass or fail.

**E. Completeness and Comprehensiveness of the Proposal (Pass/Fail)**

Criterion indicates whether the Respondent provided adequate information for the City to evaluate the proposal.

The City will also consider the past performance of the Respondent, and its constituent individuals or entities as applicable, on other leases or contracts with the City or other entities in terms of quality of concession or business operation and reputation as a good tenant. The City of Sparks may solicit from other departments of the City, other government agencies and any other available sources, relevant information concerning the Respondent's record of past performance.

Responses also will be evaluated to ensure compliance with all applicable local, city, state, and federal laws, ordinances, statutes, and/or codes.

**ADDITIONAL REQUIREMENTS**

1. Vendor's previous record of performance and service, including experience; variety and depth of services available; and experience in the industry;
2. Ability to complete implementation of the project within an agreed upon and satisfactory timeframe;
3. Project support;
4. Experience and expertise of staff;
5. Service philosophy.
6. Availability of vendor support for ongoing consultation with the City of Sparks;
7. Conformance to required contract provisions;
8. Company size, financial strength, and stability;
9. Cost and quality of services;
10. On-site assessment may be required.

The City will be the sole judge of the appropriateness and completeness of any and all proposals and reserves the right to reject any and all proposals and will reserve the right to negotiate those issues not included in the proposal document. The City will not reimburse vendors for costs incurred in preparing proposals or traveling to the City for a demonstration or assessment.

The City of Sparks is an Affirmative Action/Equal Opportunity Employer. Prospective suppliers shall be cognizant of the requirement for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

Listed below is the evaluation form that **may** be used to evaluate each proposal.

### **REJECTION OF A PARTICULAR PROPOSAL**

The City may reject an offer, in whole or in part, in its best interest, which may include, but not be limited to, the following:

- The Proposer misstates or conceals any material fact in its Proposal;
- The Proposer's Proposal does not strictly conform to the law or to the requirements of the Proposal;
- The Proposal expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Request for Proposal;
- The Proposal does not include documents, including but not limited to licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the Proposal in conjunction with the Specifications; or
- The Proposal has not been executed by the Proposer through an authorized signature on the Proposal Response Form.

### **REJECTION OF ALL PROPOSALS**

The City may, at its sole and absolute discretion:

- Reject any and all, or parts of any or all, Proposals submitted by prospective Proposers;
- Re-advertise this Solicitation;
- Postpone or cancel the Proposal process for this Solicitation;
- Waive any irregularities or technicalities that are not qualified as a requirement for responsiveness in this Solicitation or in Proposals received in conjunction with this Solicitation; and/or determine the criteria and process whereby Proposals are evaluated and awarded.

No damages shall be recoverable by any challenger as a result of these determinations or decisions by the City; provided, however, that in the event a Court of competent jurisdiction determines that the actions of the City were arbitrary, capricious or void, then said challenger may recover only actual, necessary and reasonable Proposal-preparation costs, including any attorney or consultant fees relating to the preparation of the Proposal. No attorney fees or costs associated with the recovery of the Proposal-preparation costs, including costs for litigation against the City, shall be recoverable by any challenger.

### **ELIMINATION FROM CONSIDERATION**

A Proposal may not be accepted from, nor any contract be awarded to, any person or firm that is in arrears to the City upon any debt or Contract or which is a defaulter as surety or otherwise upon any obligation to the City.

A proposal may not be accepted from, nor any Contract awarded to, any person or firm that has failed to perform faithfully any previous contract with the City, State or Federal governments for a minimum period of one (1) year after this previous Contract was terminated for cause.

A Proposal may not be accepted from, nor any Contract awarded to, any person or firm that has pending litigation against the City on the date and time that the proposal opens.

## **NEGOTIATION(S)**

The City of Sparks shall reserve the right to negotiate any terms and conditions of proposals received, with the final candidate(s) prior to acceptance/rejection of said proposal(s).

### **STATUS OF SUCCESSFUL PROPOSER**

Successful proposer shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any or all rights, privileges, benefits and emoluments of either an officer or employee of the City of Sparks.

### **GENERAL LIABILITY INSURANCE**

The successful proposer shall procure and maintain during the term of the resultant Agreement: General Liability Insurance in the amount of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.

The City, its officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of successful proposer, including the insured's general supervision of successful proposer; products and completed operations of successful proposer; or premises owned, occupied or used by successful proposer. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, agents, employees or volunteers.

The successful proposer's insurance coverage shall be primary insurance as additional insured as respects the City, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, agents, employees or volunteers shall be excess of successful proposer's insurance and shall not contribute with it in any way.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

Successful proposer's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Successful proposer's insurance coverage shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City except for nonpayment of premium.

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. The City with the approval of the Risk Manager may accept coverage with carriers having lower Best's ratings upon review of financial information concerning successful proposer and insurance carrier. The City reserves the right to require that the successful proposer's insurer be licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

### **INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for successful proposer or any sub-contractor of the proposer by the City. Successful proposer agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide the City with a certificate by an insurer in accordance with NRS. 616B.627 and with a

certificate of an insurer showing coverage pursuant to NRS 616A to 616D.

### **PROFESSIONAL LIABILITY INSURANCE**

Successful proposer will maintain professional liability insurance during the term of this agreement and for a period of three (3) years thereafter. Such coverage shall be a minimum amount of \$500,000 per occurrence and as an annual aggregate. Premium costs incurred shall be borne by the Proposer at no cost to the City. Successful proposer shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms approved by the City. **All certificates and endorsements are to be addressed to the City and be received and approved by the City before any work commences.** The City reserves the right to require complete, certified copies of all required insurance policies at any time. Correspondence shall be sent to the City of Sparks Purchasing Division, PO Box 857, Sparks, NV 89432-0857.

### **FUNDING OUT CLAUSE**

In the event the City of Sparks fails to obligate requisite funds for any ensuing fiscal year(s) for payment of amounts due against an Agreement resultant from this Request for Proposal, necessitating cancellation of the resultant agreement, the successful proposer shall agree to hold the City of Sparks free from any charge or penalty.

### **STAFFING**

Staffing shall consist of professionals having a broad-based knowledge of the proposed project.

The Contractor shall assume complete and total liability and responsibility for all aspects of their employees or subcontractors performance, project parameters, and its operation/management as outlined in the special terms and conditions of this Request for Proposal.

### **PROPOSED CONTRACT IS CONTAINED WITHIN THIS RFP PROPOSAL SUBMISSION PACKAGE**

The Proposal Submission Package consists of the following materials:

- Statement of Qualifications
- Additions/Deletions and/or Exceptions Page
- Disclosure of Principals
- Affidavit of Non-Collusion
- Miscellaneous Additional Information

Omission of any portion of the Proposal Submission Package may cause rejection of the proposal. See the instructions to proposer's section.

### **PROGRAM AND ADDITIONAL REQUIREMENTS**

Proposer shall:

1. Upon contract award, concessionaire shall furnish owner and key personnel contacts with phone number listing during schedule and non-scheduled hours such as weekends, holidays etc.
2. Concessionaire shall have clear and accurate knowledge of City's aims to provide safe food and beverages at a fair price to the Golden Eagle Regional Park patrons. Concessionaire is obligated to adhere to and to perform in a timely manner all related administrative policies that pertain to this agreement.

Concessionaire shall have a clear understanding of the hours of operation, staffing and equipment/supplies and operating requirements.

3. The Concessionaire shall assume complete and total liability and responsibility for all aspects of their employees or sub-concessionaires' performance, contract requirements and its operation/management.
4. The City of Sparks is not liable for any costs incurred by vendor prior to entering into a formal contract. Costs for developing the proposals or any other such expenses incurred by vendor in responding to this RFP, are entirely the responsibility of the vendor and shall not be reimbursed in any manner by the City of Sparks.

**CITY OF SPARKS, NEVADA**  
**RFP ITEM SCHEDULE/RFP NUMBER 08/09-022**  
**RFP FOR CONCESSION SERVICES**  
**AT GOLDEN EAGLE REGIONAL PARK**

Proposer: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
[An authorized representative of the Proposing firm shall sign this document in the space(s) provided. An unsigned RFP may be disqualified]  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
IS Proposer A CORPORATION?  YES  NO FEDERAL TAX ID # \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
CITY OF SPARKS BUSINESS LICENSE #: \_\_\_\_\_ (required if awarded bid)

**ONE (1) ORIGINAL AND FIVE (5) COPIES OF COMPLETE RFP PROPOSALS MUST BE DELIVERED IN A SEALED ENVELOPE TO THE PURCHASING DEPARTMENT BY 4:00 P.M. ON MARCH 4, 2009 AND BE PLAINLY MARKED ON THE OUTSIDE:**

RFP FOR CONCESSION SERVICES AT THE GOLDEN EAGLE REGIONAL PARK, RFP# 08/09-022

**The Sparks City Council may award this RFP at the Council Meeting of \_\_\_\_\_.** The Proposer declares that they have carefully examined the specifications, the forms of this RFP Proposal, and have read and understood the "Instructions to Proposers" published with this RFP Proposal and incorporated herein by reference; and agrees that if this proposal is accepted, they will contract with the City of Sparks in the State of Nevada, at their own cost and expense, to do all the work and/or furnish all material and/or services necessary to completely perform said contract in the manner and time prescribed and in accordance with and subject to all applicable laws of the State of Nevada.

THIS SPACE IS INTENTIONALLY LEFT BLANK

**ADDITIONS, DELETIONS AND/OR EXCEPTIONS PAGE**

[ATTACH ADDITIONAL PAGES IF NECESSARY]

A Proposer deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the Proposer shall Proposer to perform in the manner described and/or specified in this RFP solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately. Pricing information offers are to be submitted on the RFP item schedule cost sheet or specifically detailed on this exceptions page or attachment to this page. If no exceptions are taken write "none."

IF FURTHER SPACE IS REQUIRED, PLEASE ATTACHED ADDITIONAL PAGES AS NEEDED

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_



DISCLOSURE OF PRINCIPALS

PRINT OR TYPE

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, & ZIP CODE: \_\_\_\_\_

Date Business Started Operations: \_\_\_\_\_

Principal Address of Company : \_\_\_\_\_

=====

NAMES OF OFFICERS, MEMBERS, OR OWNERS OF CONCERN, PARTNERSHIP ET CETERA...

NAME \_\_\_\_\_ OFFICIAL CAPACITY \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP CODE \_\_\_\_\_

NAME \_\_\_\_\_ OFFICIAL CAPACITY \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP CODE \_\_\_\_\_

NAME \_\_\_\_\_ OFFICIAL CAPACITY \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP CODE \_\_\_\_\_

NAME \_\_\_\_\_ OFFICIAL CAPACITY \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP CODE \_\_\_\_\_

NAME \_\_\_\_\_ OFFICIAL CAPACITY \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP CODE \_\_\_\_\_

NAME \_\_\_\_\_ OFFICIAL CAPACITY \_\_\_\_\_

STREET \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP CODE \_\_\_\_\_

SIGNATURE OF PROPOSER: \_\_\_\_\_ DATE: \_\_\_\_\_

**AFFIDAVIT OF NON-COLLUSION**

STATE OF \_\_\_\_\_)

)SS

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_ (Name of party signing this affidavit and the Proposal Form),  
\_\_\_\_\_(Title), being duly sworn do depose and say: That  
\_\_\_\_\_(Name of person, firm, association, or corporation) has not,  
either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in  
restraint of free competitive bidding in connection with this contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

(SEAL)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

This form must be notarized and returned with the bid. Failure to notarize this form may be cause for disqualification from consideration for this contract.

# RESPONDENT QUESTIONNAIRE

## Part 1 - GENERAL INFORMATION

1. **Respondent Information:** Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship If checked, list Assumed Name, if any:

\_\_\_\_\_  
 Partnership

Corporation

If checked, check one:

For-Profit

Nonprofit

Also, check one:

Domestic

Foreign

Other If checked, list business structure: \_\_\_\_\_

Printed Name of Contract Signatory: \_\_\_\_\_

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

4. Is Respondent authorized and/or licensed to do business in Nevada?

Yes  No  If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_

5. Where is the Respondent's corporate headquarters located? \_\_\_\_\_

6. **Local Operation:** Does the Respondent have an office located in Sparks, NV?

Yes  No  If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Sparks office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the Sparks office. \_\_\_\_\_

7. **County Operation:** If the Respondent does not have a Sparks office, does the Respondent have an office located in Washoe County, Nevada?

Yes  No  If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Washoe County office?

Years \_\_\_\_\_ Months \_\_\_\_\_

b. State the number of full-time employees at the Washoe County office. \_\_\_\_\_

8. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No  If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

\_\_\_\_\_  
\_\_\_\_\_

9. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes  No  If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

\_\_\_\_\_  
\_\_\_\_\_

10. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No  If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

\_\_\_\_\_  
\_\_\_\_\_

11. Provide any other names under which Respondent has operated within the last 10 years.

**Part 2 - REFERENCES -** Provide four (4) references, with whom Respondent has provided with Concessionaire or Restaurant Services during the past three (3) years.

**Reference No. 1:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_

**Reference No. 4:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_  
Email: \_\_\_\_\_

**Part 3 - EXPERIENCE, BACKGROUND, QUALIFICATIONS** - Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the scope of restaurant and concession services contemplated by this RFP, with emphasis upon operation and management experience. Please note that the City requires potential vendors to have a MINIMUM of three (3) consecutive years experience in the restaurant industry to be considered under this RFP. List relevant operation and management experience for businesses of similar size and scope by including the following:
  - a. Name and location/address for each;
  - b. Food service and/or merchandise concepts offered;
  - c. Average annual sales volume; and
  - d. Length of time and reason(s) for leaving or closing business.
  - e. Provide photographs of the interior and exterior for each business listed, if available.
2. Describe Respondent's specific concession experience within a park or municipal setting, if applicable. If Respondent has operated a concession within a City facility or for the City in the past, include the following:
  - a. Identify the department for which concession services were provided;
  - b. Name and location/address for each;
  - c. Food service and/or merchandise concepts offered;
  - d. Average annual sales volume; and
  - e. Length of time and reason(s) for leaving or closing business.
  - f. Provide photographs of the interior and exterior for each business listed, if available.
3. List key personnel who will be assigned and actively involved in the management and operation of the proposed concession (include resumes for each listing relevant experience, licenses, certifications, associations, specialized training, etc.).
4. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.
5. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

**Part 4 - PROPOSED CONCESSION PLAN** - Prepare and submit the following items.

1. Concept Development Plan. Describe Respondent's proposed plan for food service operation to include the following:
  - a. Food service and/or merchandising concepts and theme;
  - b. Proposed merchandise categories or menu and the approximate price range for each category; and
  - c. Visual presentation.
  - d. Identify three stores and/or restaurants within the Reno/Sparks area for price comparison purposes that are comparable to the Respondent's.
2. Design of Facilities Plan. Describe Respondent's plan for proposed capital improvements to be made to the space and the dominant design theme. Include with response the following:
  - a. Photographs of existing facilities and/or renderings of the proposed facility to illustrate the proposed design.
  - b. Identify proposed architectural design team, specifying prior experience in the design of retail and/or food service facilities (including resumes and project experience).
3. Projected Sales, Net Income and Cash Flow Statements. Provide a good faith estimate derived from the proposed operation(s) for the first three years of the Term. Include the following:
  - a. Expected annual gross sales;

- b. Cost of goods sold;
- c. Operating expenses;
- d. Net income and cash flow;
- e. Effect of proposed compensation to the City on net income and cash flow; and
- f. Major assumptions used in developing the sales projections.

4. Capital Investment and Financial Sources Plan. Provide a detailed cost estimate for the Respondent's proposed improvements and additional start-up costs. Include with response, Respondent's source of funds (cash, bank loan, etc.) for said improvements and start-up costs. Note: Respondent's proposed estimate should delineate all improvements; equipment; furnishing and fixtures; architectural design and engineering fees; working capital; initial inventory; improvements completion bond; and other capital investments.

5. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

## LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes  No

2. Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Sparks or any other Federal, State or Local Government, or Private Entity?

Yes  No

3. Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Sparks or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes  No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.



## COMPENSATION SCHEDULE

**A. Proposed Minimum Guarantee Rent:** Indicate the Minimum Guarantee Rent you propose to pay the City during the term of the Contract. Note: Proposed rent shall be paid to the City in equal monthly installments during the term.

Payment to City
Minimum Guarantee Rent (Year 1): \$ _____
Minimum Guarantee Rent (Year 2): \$ _____
Minimum Guarantee Rent (Year 3): \$ _____
Minimum Guarantee Rent (Year 4): \$ _____
Minimum Guarantee Rent (Year 5): \$ _____

**B. Proposed Percentage Fee Rate(s):** In the table below, please enter the proposed Percentage Fee Rate(s) of Gross Receipts per year to be paid to the City that is in addition to the Minimum Guarantee Rent detailed above. Percentage Fees to be paid to the City on a schedule to be negotiated but no less than once per year.

	Percentage Fee Rate
Year 1	%
Year 2	%
Year 3	%
Year 4	%
Year 5	%

**SIGNATURE PAGE**

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

\_\_\_\_\_  
Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

(NOTE: If Proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

\_\_\_\_\_  
Co-Respondent Entity Name

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By signature(s) above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form shown in the RFP, as attached and set out in RFP Attachment F, with the understanding that the scope and compensation provisions will be negotiated and included in the final document.
2. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set out in the RFP.
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal and during Proposal process.
4. Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
5. Respondent agrees to fully and truthfully submit a Respondent Questionnaire and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

## PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

Tab in Proposal	Document	Initial to Indicate Document is Attached to Proposal
	Table of Contents	
A	Respondent Questionnaire <ul style="list-style-type: none"> <li>• RFP Attachment A</li> </ul>	
C	Litigation Disclosure <ul style="list-style-type: none"> <li>• RFP Attachment B</li> </ul>	
E	Compensation Schedule <ul style="list-style-type: none"> <li>• RFP Attachment C</li> </ul>	
F	Financial Information	
G	Proof of Insurability <ul style="list-style-type: none"> <li>• Insurance Provider’s Letter</li> <li>• Copy of Current Certificate of Insurance</li> </ul>	
I	* Signature Page (& Resolution, if applicable) <ul style="list-style-type: none"> <li>• RFP Attachment D</li> </ul>	
J	Proposal Checklist <ul style="list-style-type: none"> <li>• RFP Attachment E</li> </ul>	
	One (1) Original and five (5) Copies of Proposal	

**\* Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submitting proposal.**

**Note:** Respondent shall not modify nor change this form.

**SAMPLE CONTRACT FOR CONCESSION SERVICES AT  
GOLDEN EAGLE REGIONAL PARK, RFP# 08/09-022**

THIS AGREEMENT is made between the City of Sparks, hereinafter referred to as the "City", and \_\_\_\_\_, hereinafter referred to as "Contractor".

**WITNESSETH**

**1.RECITALS:** The City requires certain concession services be performed, and the Contractor represents that they are qualified, equipped, staffed, ready, willing and able to perform and render such services as shall be necessary, required or desired, for and on behalf of the City. Further, the contractor represents thy have read and understand RFP Number 08/09-022 for the provision of such services and that the original RFP and the contractor's response to the RFP are included as components to this contract.

**2.SCOPE OF SERVICES:** During the term of this Agreement, Contractor shall operate a food concession business, serving food, alcoholic and nonalcoholic beverages to all patrons of Golden Eagle Regional Park as well as the general public. This Agreement is contingent on Contractor obtaining a City of Sparks business license and liquor license and comply with all applicable federal, state and city laws, ordinances and regulations.

- 2.1. Contractor shall apply for a business, liquor, and gaming license (if applicable) within thirty (30) days of the effective date of this agreement.
- 2.2. Hours of operation shall be as negotiated and in compliance with the required and allowable hours of operation as defined in the RFP (section 5).
- 2.3. Contractor shall operate and maintain the concession area in a first-class manner and shall keep the premises in a safe, sanitary, clean, orderly and inviting condition at all times, in accordance with current policies and practices as regulated by the Washoe County District Health Department and to the satisfaction of the city. Daily and complete housekeeping activities shall be performed by the contractor in all areas under its control and operation. All concessions shall be operated as a convenience to the general public, therefore all food, beverages, confections and other items sold or kept for sale under the concession shall be of high quality, wholesome and conform in all respects to federal, state and Washoe County district health department laws, ordinances and regulations. Service shall be prompt, clean, courteous and efficient.
- 2.4 Contractor shall fully cooperate with the city in providing food and beverage services for scheduled events at golden eagle regional park.
- 2.5 Contractor shall have the right to conduct additional services after the required hours of operations. Private parties may be conducted provided, however, that any event or activity does not interfere with normal park operations.
- 2.6 Retail prices for all food, beverages, and confections at the concession stand shall be evident to the general public either by a "reader board", a printed menu, or both.
- 2.7 Contractor shall retain an active, qualified, competent and experienced manager.
- 2.8 All staff shall be instructed by contractor's management for proper:
  - \* PREPARATION METHODS AND TIMING;
  - \* DRESS (UNIFORM);
  - \* PERSONAL HYGIENE;
  - \* CLEANING AND SANITARY PROCEDURES;
  - \* RESPONSIBILITIES AND DUTIES
- 2.9. Contractor's employees shall be polite and courteous at all times, providing exceptional customer service.

- 2.10. Housekeeping and sanitation programs shall meet and be maintained within the highest standards of cleanliness.
- 2.11. All of contractor's employees shall be instructed in, and shall practice, proper hygiene.
- 2.12. All employees shall be clean, courteous, efficient, and neat in appearance.

**3.BUSINESS LICENSE:** Contractor shall be required to obtain a City of Sparks business license, prior to commencing performance.

**4.LIQUOR LICENSE:** Contractor shall be required to promptly apply for a liquor license from the appropriate governmental entity authorized to issue licenses for selling, dispensing and consuming alcoholic beverages on the premises.

- 4.1 Failure to obtain said liquor license within a reasonable time of execution of this agreement shall result in cancellation of this agreement unless otherwise agreed to in writing by the city.

**5.TERM OF AGREEMENT:** This Agreement shall be for Five (5) years. At the expiration of the initial term, the agreement may be extended for up to two (2) option periods of five (5) years, each. The option periods shall be negotiated (including compensation) and mutually agreed upon by both parties. The City of Sparks retains the option of providing these services in-house in the event of cancellation or expiration of this Agreement.

**6.INVESTMENT BY CONTRACTOR:** Contractor shall provide, at his own expense, required tenant improvements, decorations, fixtures, equipment, supplies, utensils, furniture, chairs, tables, cooking equipment, furnishings, and appliances which may be necessary to the concession other than existing improvements already provided by the City.

- 6.1 Intended furniture and decoration shall be inspected and approved by the city prior to installation by the contractor.

**7.COST OF OPERATION:** Contractor shall bear, at his own expense, all costs of operating all concessions, and shall pay, in addition to the compensation to the City, all other costs connected with the use of the premises and facilities, including utilities, maintenance, (except the building structures and outside walls and roofs), insurance, any and all taxes, janitorial services and supplies, and all permits and licenses required by law. The Contractor shall provide and pay for water, sewer, electricity, gas, telephone television programming and garbage costs. All utilities will be separately metered and accounts the responsibility of the contractor. Water service may be metered via a separate meter installed by the City of Sparks. If this occurs, water billing will be paid directly to the City.

**8.RENT/SECURITY DEPOSIT:** On the date this Agreement is executed, Contractor shall pay the City the sum of \$1,000.00 as security for the faithful performance by the Contractor of the Terms, Conditions and Covenants of this Agreement. In the event the Contractor defaults pursuant to Section 29, the City is entitled to retain the rent/security deposit as liquidated damages.

**9. COMPENSATION AND TIME OF PAYMENT:** The amount/rate of compensation shall be \$\_\_\_\_\_ as negotiated as a result of the RFP. City shall receive payment within fifteen (15) days after the end of each month of the term hereof, accompanied by the report of gross receipts per section 12 below.

**10.GROSS RECEIPTS:** The term "gross receipts" as used herein shall include all receipts, whether collected or accrued, derived by Contractor or any licensee, concessionaire, or tenant of Contractor, from all business conducted upon or from the premises, including but not limited to receipts from sale of food, beverages, alcoholic beverages, merchandise, and rental of space, or from any source whatsoever.

**11.RECORDS, ACCOUNTS, AND STATEMENTS:** Contractor shall keep on the premises, or such other place within Washoe County, Nevada approved by the City, true, accurate, and complete records and accounts of all sales, rentals, and business being transacted upon or from the premises and shall give the City or the City's representative access during reasonable business hours to examine and audit such records and accounts. Within fifteen (15) days after each month of the term hereof, Contractor shall deliver to the City a written monthly statement of the gross receipts for such month certified as true and complete by Contractor or its Certified Public Accountant, to be true, accurate, and complete.

- 11.1 Within sixty (60) days after the term of this agreement, contractor shall deliver to the city a written statement of the gross receipts for the term of this contract. Said statement shall be certified as true, accurate, and complete by contractor and by its certified public accountant.
- 11.2 Contractor shall obtain and install cash registers or other accounting equipment acceptable to the city, to be used in all operations at which cash and payments are received for the proper control and account of revenue. Contractor shall record all sales from the concession operations in this equipment. Such machines shall be

non-resettable and shall supply an accurate recording of all sales on tape and a receipt of each transaction.

- 11.3 The City shall have the right at any reasonable time to examine and audit said records and accounts.

**12.LICENSES AND PERMITS:** Contractor shall pay for all licenses, permits, and fees necessary for Contractor to construct improvements, if any, and conduct Contractor's business on the premises.

**13.SALES AND USE TAX:** It is also agreed and understood that the applicable Nevada State Sales and Use Tax on concession fees shall be paid by Contractor.

**14. LATE CHARGES:** In the event Contractor fails to pay any payment due hereunder within (10) days of the due date, there shall be added to such payment a late charge of one hundred fifty dollars (\$150.00).

**15. INSPECTIONS:** The City shall reserve the right, but shall have no affirmative obligation, to have designated representatives for the City review, inspect, and evaluate the operation and condition of the food service facilities, at any time with respect to the quantity and quality of food served, the methods of service, food costs, the hours of meal service, and generally with respect to the safety, sanitation and maintenance of the facilities and equipment, all of which shall be maintained at levels satisfactory to the City.

- 15.1. The city shall reserve the right to make reasonable regulations from time to time with respect to these matters. Contractor shall comply with all current federal, state, and Washoe county, health and sanitation regulations, including any which may become effective during the effective period of this agreement.

**16.HAZARDOUS SUBSTANCES AND MATERIALS:** Contractor shall maintain on-site, Material Safety Data Sheets (MSDS), as defined and prescribed in 29 C.F.R. Section 1910.1200, or from time to time as amended, for all hazardous substances purchased by Contractor for use under this Agreement.

- 16.1 Contractor shall apprise personnel of the hazards to which they may be exposed in using, handling, transporting, or disposing of hazardous substances, and to obtain medical treatment for those who may be affected by the substance.
- 16.2 Contractor shall immediately report all spills of hazardous substances to the Washoe County District Health Department; the parks and recreation department; and the City of Sparks Risk Manager.

**17.CITY RESPONSIBILITIES:** The City shall be responsible for the following:

- 17.1 Provide, as mutually agreed, the space/facilities (see rfp attachment h), all of which shall be and remain the sole property of the city.
- 17.2 THE CITY DOES NOT GUARANTEE AN UNINTERRUPTED SUPPLY OF WATER, NATURAL GAS OR ELECTRIC CURRENT; NOR DOES THE CITY GUARANTEE UNINTERRUPTED SERVICE IN PROVIDING ANY UTILITIES. THE CITY SHALL NOT BE LIABLE TO CONTRACTOR OR TO OTHERS FOR ANY LOSS, DAMAGE, COST OR EXPENSE WHICH MAY RESULT FROM THE INTERRUPTION OR FAILURE OF ANY UTILITY SERVICES.
- 17.3 THE CITY DOES NOT GUARANTEE UNINTERRUPTED ACCESS TO THE FACILITY IN THE EVENT OF SNOW OR OTHER SIGNIFICANT WEATHER, NATURAL OR MAN-MADE EVENTS THAT MAY BLOCK THE STREET OR SERVICE ROAD(S) TO THE FACILITY. THE CITY SHALL NOT BE LIABLE TO CONTRACTOR OR TO OTHERS FOR ANY LOSS, DAMAGE, COST OR EXPENSE WHICH MAY RESULT FROM THE INTERRUPTION OR ACCESS.
- 17.4 Outside maintenance and repair of the building structure and city equipment not resulting from negligence of the contractor.

**18.CONTRACTOR RESPONSIBILITIES:** Contractor shall be responsible for the following items for the duration of this Agreement:

- 18.1 Provide and pay for all utilities and related services as stipulated above.
- 18.2 Provide laundry, paper, kitchen and janitorial supplies, uniforms, linen, and grease removal services associated with kitchen, food service, and bar areas.
- 18.3 Provide daily cleaning of food preparation and service areas.
- 18.4 Promptly pay any and all taxes imposed by the local, state or federal government with respect to its operation of the food service program at a city facility.
- 18.5 Promptly pay all food and beverage costs to all vendors.
- 18.6 Promptly pay all laundry service costs to all vendors.

- 18.7 Comply with all applicable ordinances, laws, rules, and regulations of the county, city, state, and federal government; and of any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the operations of the food service program, including but without limiting the generality of the foregoing, such rules and regulations of the city as are consistent with the rights herein granted contractor.
- 18.8 Provide refuse and trash removal from food service areas and facilities at least daily.
- 18.9 Maintain sanitary conditions in compliance with Washoe county district health department standards. Premises shall be maintained by contractor at an "a" rating of the Washoe county district health department. Failure to maintain this rating will result in the city of sparks hiring a company of their choice to restore facility to an "a" rating and charging the successful proposer for all related costs.
- 18.10 CONTRACTOR SHALL ALSO CLEAN AREAS AROUND THE LOADING DOCKS, DUMPSTERS, GREASE TRAPS, VENT HOODS, DECKS, AND OUTDOOR BBQ AREAS.
- 18.11 Upon termination of this agreement, contractor shall surrender city's property in as good condition as when received, ordinary wear and tear excepted.
- 18.11 Operate all food service facilities on contractor's own credit and shall hold harmless the city from any and all claims, demands or liability on account thereof. The city shall not be responsible for any debts incurred by contractor in the performance of any resulting agreement.
- 18.12 Outside maintenance and repair of all building structures and equipment damaged due to negligence on the part of the Contractor.
- 18.13 Contractor shall be responsible for snow removal from entrances and outdoor upper-level patio areas.

**19.CONTRACTOR'S USE AND POSSESSION OF PREMISES:** The premises shall be used by Contractor as a walk-up concession stand, restaurant and bar. It is understood and agreed that the premises shall be used by Contractor during the term of this Agreement only for the above purpose, for directly ancillary uses, with the prior written approval of the City, and for no other purposes or uses whatsoever.

- 19.1 Contractor will not make or permit any use of the premises which, directly or indirectly, is forbidden by public law, ordinance or government regulation which may be dangerous to life, limb or property. Contractor may not commit waste on the premises, use the premises for any illegal purpose, or permit a nuisance on the premises.
- 19.2 In the event that contractor uses the premises for any purposes not expressly permitted herein, the city may terminate this agreement, subject to the curative periods set forth herein, and without notice to contractor, and restrain such improper use by injunction or other legal action.

**20.IMPROVEMENTS BY CONTRACTOR:** Contractor has inspected the premises and hereby accepts the premises in its present "as is" condition.

- 20.1 Contractor improvements to said real property will be at its own expense after the written approval of the city, satisfying all code requirements of applicable governmental entities.
- 20.2 All improvements of contractor shall be solely at contractor's cost and expense and shall be performed in a good workmanlike manner in accordance with sound construction practices. Contractor shall keep the premises and said improvements free and clear of liens for labor and materials and shall hold the city harmless from any responsibility in respect thereto.

**21.OWNERSHIP OF IMPROVEMENTS:** All improvement, furnishings, and equipment constructed or installed on the premises by the Contractor, shall be personal property and Contractor shall have legal title thereto during the term of this Agreement. Upon the expiration or termination of this Agreement, title to all permanent improvements constructed on the premises shall vest in the City.

- 21.1. Title to all supplies, furnishings, inventories, and removable equipment and other personal property not originally provided by the city, shall remain the contractor's, and contractor shall have the right to remove such items, excepting licenses, from the premises without damaging the premises unless the contractor is in default hereunder.
  - 21.1.1 CONTRACTOR SHALL CONSIDER ANY REASONABLE OFFER TO BUY THE ABOVE ITEMS FROM THE CITY, UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT.

**22. MAINTENANCE AND REPAIRS:** During the term hereof, Contractor, at Contractor's expense, shall, to the satisfaction of the City, keep and maintain the premises and all improvements thereon in good and sanitary order, condition, and repair, consistent with the operation of a first-class quality restaurant in the Washoe County area.

22.1 Upon expiration or termination hereof, contractor shall surrender and deliver to the city the premises and all permanent improvements thereon in good and usable condition, ordinary wear and tear excepted. Permanent improvements shall be defined to include: all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or around the premises. Generally, fixtures may not be removed that would cause material damage to the facility.

**23.SIGNS:** In accordance with and subject to applicable zoning regulations, the Contractor may cause the placement or display of signs, plaques, lettering or advertising material on the premises subject to the consent of the City, which may not be unreasonably withheld or denied. Contractor agrees that all signs, plaques, lettering or advertising material placed or displayed by it on the premises shall be of an appearance complimentary to the facility and Golden Eagle Regional Park and shall be subject to the written consent of the City.

**24. LIENS:** Contractor will not permit any mechanics, laborers or material man's liens to stand against the premises or improvements for any labor or materials to the Contractor or claimed to have been furnished to Contractor's agents or subcontractors, in connection with work of any character performed or claimed to have been performed on the premises, or improvements by or at the direction or sufferance of the Contractor; provided, however, Contractor shall have the right to contest the validity or amount of any such lien or claimed lien.

In the event of such contest, Contractor shall give the City reasonable security as may be demanded by the City to insure payment thereof and prevent sale, foreclosure or forfeiture of the premises or improvements by reason of such non-payment.

Such security shall be posted by the Contractor within fifteen (15) days of written notice from the City, or Contractor may "bond off" the lien according to statutory procedures.

24.1 **CONTRACTOR WILL IMMEDIATELY PAY ANY JUDGMENT RENDERED WITH ALL PROPER COSTS AND CHARGES AND SHALL HAVE SUCH LIEN RELEASED OR JUDGMENT SATISFIED AT CONTRACTOR'S OWN EXPENSE.**

**25. RIGHT OF CANCELLATION:** The City shall reserve the right to cancel this Agreement for any of the following reasons:

25.1 This agreement may be terminated without cause by either the city or the contractor on sixty (60) days prior written notice to the other party, unless a shorter notice is mutually agreed upon by both parties.

25.2 If either party breaches a material provision hereof ('cause'), the non-breaching party shall give the other party notice of such cause. If the cause is remedied within ten (10) days in the case of failure to make payment when due or thirty (30) days in the case of any other cause, the notice shall be null and void. If such cause is not remedied within the specified period, the party giving notice shall have the right to terminate the agreement upon expiration of such remedy period. The rights of termination referred to in this agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

25.3

In addition to all other rights herein, either party may terminate this agreement without prior written notice should the other party become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

25.4 Failure to maintain sanitary conditions acceptable to the Washoe county district health department.

25.5 Upon notice of cancellation, contractor shall be required to continue fulfilling their obligations under this agreement until other satisfactory arrangements are completed by the city, not to exceed ninety (90) days.

**26.DEFAULT:** Termination for default shall result in proceedings against the Contractor, which may result in their being debarred from providing future services to City for a period not less than two (2) years after the expiration date of the defaulted Agreement. In addition, the defaulting Contractor may be charged for any additional cost to City for the



provision of restaurant/bar concessionaire services for the remaining term of the Agreement.

**27. THIRD PARTY RIGHTS:** This Agreement is not intended to create, nor shall it be construed to create, any third party beneficiary rights in any person not a party hereto.

**28. FUNDING OUT CLAUSE:** In the event the City of Sparks fails to obligate requisite funds for the ensuing fiscal year(s) for operation of Golden Eagle Regional Park, or for payment of amounts due against this agreement, necessitating cancellation of the Agreement, the Contractor shall agree to hold the City of Sparks free from any charge or penalty.

**29. EXCLUSIVE:** This Agreement has been entered into as a result of a competitive bidding process through which Contractor was selected to provide the services stated herein to City on an exclusive basis during the term of this Agreement.

**30. NOTICES:** Except as otherwise specified, all notices under this Agreement shall be in writing.

Notice to Contractor shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice to City shall be addressed to:

City of Sparks  
Purchasing Division  
P.O. Box 857  
Sparks, NV 89432-0857

**31. NOTICE TO PROCEED:** Execution by both parties to this Agreement shall constitute Notice to Proceed. Contractor shall not perform on any portion this Agreement without providing satisfactory insurance certificates.

**32. EXTENSION OF SERVICES:** Contractor may be required to continue performance of services beyond the expiration date of this Agreement, upon the City's request, at the rates specified in this Agreement. The total extension of any performance hereunder shall not exceed three (3) months.

**33. GOVERNING LAW:** This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada.

**34. SEVERABILITY:** If any provision of this Agreement shall be held or declared to be void or illegal for any reason, all other provisions of this Agreement which can given effect without such illegal provision shall nevertheless remain in full force and effect.

**35. HEADINGS:** The section headings of this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

**36. ASSIGNMENT:** Assignment of this Agreement by the Contractor is prohibited without the prior written approval of the City.

**37. INSURANCE, INDEMNIFICATION AND HOLD HARMLESS:** The City has established specific insurance requirements for agreements with contractors to help ensure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit A, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year in this Contract first above written.

CONCESSIONAIRE:

\_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
CITY Attorney

CITY OF SPARKS  
A Municipal Corporation

\_\_\_\_\_  
Mayor

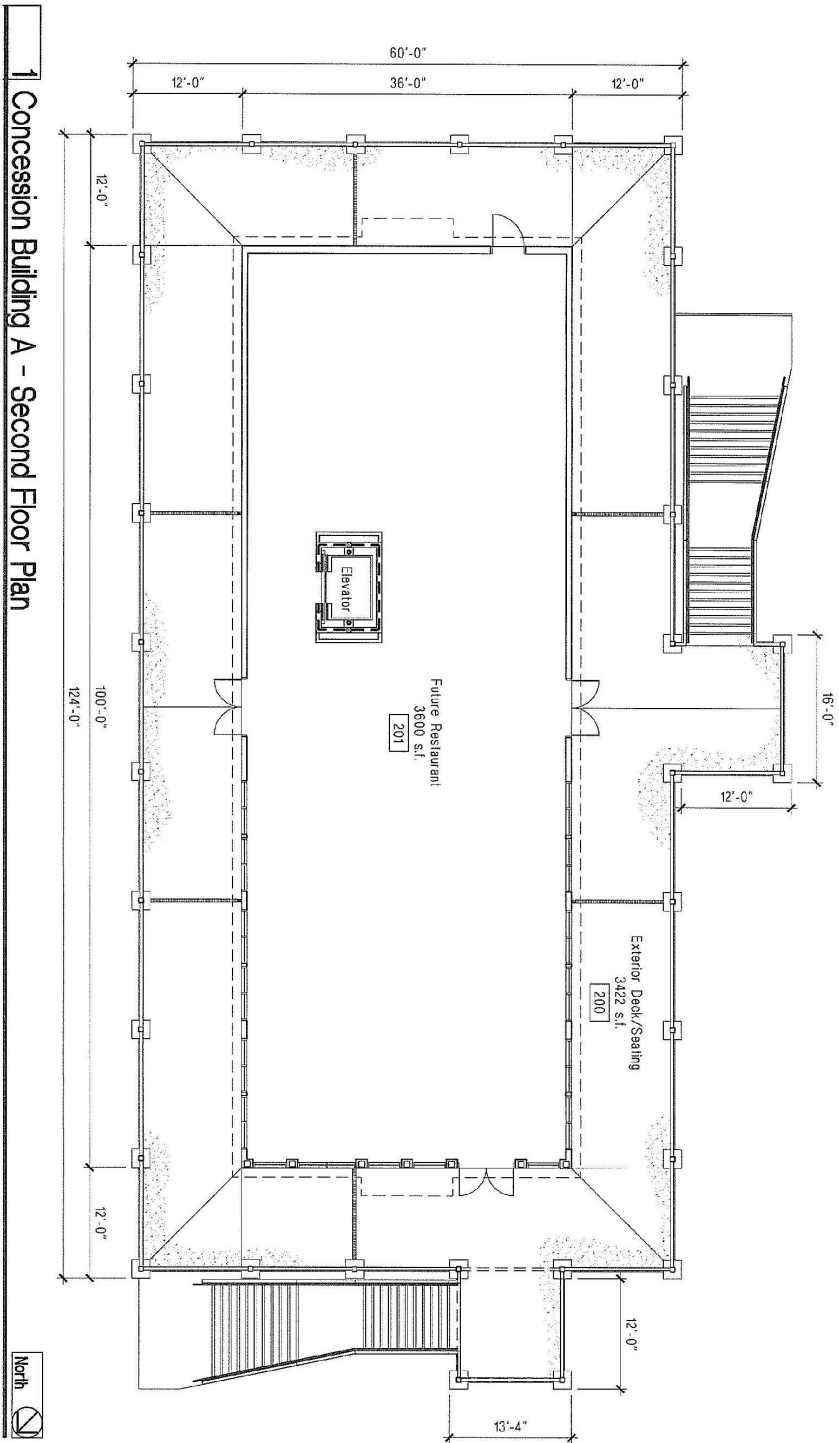
ATTEST:

\_\_\_\_\_  
CITY Clerk

CONCESSION SPACE LAYOUT



# BUILDING PROVISIONS



1 Concession Building A - Second Floor Plan

3/32" = 1'-0"

**Hershenow + Klippenstein**  
**A R C H I T E C T S**  
 5485 Reno Corporate Drive, Suite 100  
 Reno NV 89511  
 (775) 332-0940 (775) 332-0942 Fax  
 www.hkarchitects.com

Golden Eagle Regional Park  
 Concession Building A  
 Sparks, NV  
 Reference:

**AA1-2X**  
 Second Floor Plan  
 09/04/2007  
 H.K.K. 06/06/08A

# **Golden Eagle Regional Park**

## **List of Provisions by City of Sparks to Potential Tenant @ Concession Bldg A**

### **Total Square footage:**

Interior - 3600 s.f.

Exterior Seating (Deck Area) - 3422 s.f.

### **Architectural**

- Finished Interior concrete floor slab (sealed)
- Finished walls (Painted)
- Future Grease fan roof platform & Access Ladder
- Exterior Deck Trellis & Shading device
- Fully Sprinklered interior space & exterior decks
- Concealed roof insulation (w/ Black vapor retarder @ Interior side)
- Exterior Signage Trellis

### **Mechanical**

- Unit Heater
- Mechanical platform @ trusses for future HVAC units

### **Plumbing**

- Separate Gas meter
- 3000 gallon Grease Interceptor

### **Electrical**

- Suspended Ceiling light fixtures
- Receptacles & wall outlets
- Telephone & Data port / outlets
- Transformer
- Exit Signs
- Exterior deck lighting.

Available electrical service to the restaurant will be 400 Amps (min), 480 volt.