

**CITY OF SPOKANE, WASHINGTON
REQUEST FOR PROPOSALS**

RIVERFRONT PARK EVENT FOOD VENDING SERVICES

I. GENERAL INFORMATION.

A. BACKGROUND.

About Riverfront Park

Join us year-round as we celebrate thirty (30) years in the heart of Spokane. Our 100-acre urban park is located on the site of the Expo '74 World's Fair and offers:

- Natural beauty of lush green meadows & a cascading river
- Scenic SkyRide over the Spokane Falls
- Thrilling experiences with the giant screen IMAX Theatre
- "Enchanted Forest" Mini-Golf
- Nostalgic rides on the 1909 historic Loeff Carrousel
- Seasonal fun with the Ice Palace, Dragon Coaster, Ferris Wheel, Bumper Cars, and more

Riverfront Park embraces a full schedule of family entertainment and events such as First Night Spokane, Bloomsday Post-Race Celebration, Spokane's 4th of July Community Celebration, Hoopfest, Unity in the Community, Kid's Day, Spokane Falls Northwest Indian Encampment & Powwow, Pig-Out in the Park, plus many outdoor concerts & other community activities, all located in Spokane's Premiere Playground. For more information please visit www.spokaneriverfrontpark.com

B. PURPOSE

The purpose of this Request for Proposal is to recruit qualified food vendors to provide diversified food selections during events and provide supplemental revenue for Riverfront Park.

II. SCOPE OF SERVICES.

B. SCOPE OF SERVICES.

Food vendors who are awarded contract(s) will be assigned to event(s) held in Riverfront Park throughout the year as a supplemental service to food and beverage services operated by Riverfront Park. The events will include, but are not limited to, the following:

St. Patricks Day Parade	March 14, 2009
Earth Day	April 18, 2009
Junior Lilac Parade	May 9, 2009
Lilac Parade	May 16, 2009
OutSpokane Rainbow Festival	June 13, 2009
Bobfest	June 13, 2009
July 4 th	July 4, 2009
Royal Fireworks	July 26, 2009
Kids Day	August 8, 2009
Unity in the Community	August 15, 2009
Pow Wow	August 28-30, 2009
First Night Spokane	December 31, 2009

III. PROPOSAL PROCESS.

A. SCHEDULE

The estimated acquisition schedule is as follows. Riverfront Park reserves the right to revise this schedule.

RFP Release Date:	January 16, 2009
RFP Due Date:	February 18, 2009
Riverfront Park approval:	February 28, 2009
Start Date:	March 9, 2009

B. INQUIRIES.

Inquiries and other communications about this request for proposals shall be through the City's Parks and Recreation Department. Direct communications with other management or elected officials may be grounds for rejecting a proposal. Direct inquiries to:

Dale Larsen
 Spokane Riverfront Park
 509-625-6624
 Dlarsen@spokanecity.org

C. SUBMISSION OF PROPOSAL.

Proposals shall be delivered to Riverfront Park Guest Services located in the IMAX building of Riverfront Park (507 N Howard St, Spokane, WA 99201) no later than 3:00 pm PT on Wednesday, February 18, 2009. The Park reserves the right to not consider proposals received late.

Submit two (2) copies of the proposal in a sealed envelope. The envelope should be marked "PROPOSAL FOR RIVERFRONT PARK FOOD VENDORS'. Address the proposal to:

SPOKANE RIVERFRONT PARK
507 N HOWARD ST
Spokane, WA 99201

D. WITHDRAWAL OF PROPOSALS.

A vendor may withdraw its proposal at any time prior to the submission deadline by submitting a written request for withdrawal to Riverfront Park. The request for withdrawal shall be signed by the vendor or an authorized agent. Modifications offered in any manner, oral or written, will not be considered after the deadline. Unless otherwise specified, no proposals may be withdrawn for a minimum of sixty (60) calendar days after the opening date.

E. REJECTION OF PROPOSALS.

Riverfront Park reserves the right to reject any and all proposals and to waive informalities or irregularities in a proposal or in the proposal process. Riverfront Park reserves the right to split or make the award in any manner deemed most advantageous to Riverfront Park at its sole and exclusive discretion.

F. PREPARATION OF PROPOSAL.

Riverfront Park shall not be liable for any costs incurred by a vendor in preparing or submitting a proposal. Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Proposer's capabilities to satisfy Riverfront Park's requirements. Submitted materials become the property of Riverfront Park and will not be returned. Submitted proposals constitute public records which are subject to review and copying by a person making an appropriate request for public record.

G. PROPOSAL EVALUATION.

Evaluation criteria will include but not be limited to:

- a. Suitability of proposed services to meet the needs of Riverfront Park
- b. Suitability of proposed equipment to meet the needs of Riverfront Park
- c. The Proposer's ability to provide prompt and efficient service and/or delivery
- d. The character, integrity, reputation, judgment, experience and efficiency of the Proposer based on the best available information

- e. Any other information having a bearing on the decision to award the contract

H. GUARANTEE OF GOOD FAITH.

Proposals shall remain in effect for a minimum of sixty (60) days from date of the submission deadline, unless extended by mutual consent.

I. AWARD OF CONTRACT.

This RFP does not obligate Riverfront Park to award a contract.

Riverfront Park reserves the option of awarding this contract in any manner most advantageous for Riverfront Park. More than one contract will be awarded.

Award of contract(s), when made, will be to the Proposer(s) whose proposal is the most favorable to Riverfront Park, taking into consideration all evaluation factors. Riverfront Park shall make the award of contract(s). Unsuccessful Proposers will not automatically be notified of proposal results.

IV. PROPOSAL CONTENT AND FORMAT.

Proposals shall be in the following standardized format to facilitate evaluation of their comparative merits. Proposals shall include the sections indicated below. Proposals shall be typed.

PART 1. Suitability of proposed services to meet the needs of Riverfront Park

PART 2. Suitability of proposed equipment to meet the needs of Riverfront Park

PART 3. The Proposer's ability to provide prompt and efficient service and/or delivery

PART 4. The character, integrity, reputation, judgment, experience and efficiency of the Proposer based on the best available information

PART 5. Any other information having a bearing on the decision to award the contract

Appendices

PART 1. Suitability of proposed services to meet the needs of Riverfront Park

This part should contain a brief history of the Proposer, the Proposer's business, number and type of personnel, location of business (if applicable), menu items, pricing, pictures of the operation, and other pertinent information.

PART 2. Suitability of proposed operation to meet the needs of Riverfront Park

This part should contain a brief description of the equipment the Proposer plans to operate within Riverfront, space and power requirement for the proposed operation, compliance with all health department regulations, such as hand washing station, hot water source, event vendor permit, food worker permit, and other pertinent information.

PART 3. The Proposer's ability to provide prompt and efficient service and/or delivery

This part should contain examples of past performance to show the prompt and efficient service the Proposer has provided at similar venues and events. The Proposer must specify in this part that the Proposer agrees to pay commission to the city on time based on Riverfront Park's commission structure and requirements.

PART 4. The character, integrity, reputation, judgment, experience and efficiency of the Proposer based on the best available information

This part should contain examples along with two (2) professional references to illustrate the character, integrity, reputation, judgment, experience and efficiency of the Proposer.

PART 5. Any other information having a bearing on the decision to award the contract

This part should contain any other information the Proposer believes will help in the decision making process.

APPENDICES.

This part is to be included at the Proposer's option. It may contain any information the Proposer desires to submit to further clarify the proposal.

V. CONTRACT REQUIREMENTS.

A. CONTRACT TERM.

The initial term is one (1) year with potential renewals upon mutual written agreement of the Proposer and Riverfront Park.

B. INSURANCE.

During the term of the contract, the Proposer shall maintain in force at its own expense, each insurance noted below:

1. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance (or Stop Gap) in the amount of \$1,000,000;
2. General Liability Insurance on an occurrence basis, with a combined single limit, of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under the contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Proposer's services' to be provided under the contract;
3. Property Insurance in the amount of \$1,000,000;
4. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Proposer or its insures) to the City. As evidence of the insurance coverages required by the contract, the Proposer shall furnish acceptable insurance certificates to the City at the time the Proposer returns the signed contract. The certificate shall specify all of the parties who are additional insured, and will include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance.

C. CITY OF SPOKANE BUSINESS LICENSE.

Persons / firms doing business with the City must have a valid City of Spokane business license if they maintain a permanent location within the City; or maintain a permanent location outside the City having an employee who solicits business from the City. Questions may be directed to the City's taxes and licenses division at (509) 625-6070.

D. ANTI-KICKBACK.

No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the contract.