

CITY OF ROSEBURG

REQUEST FOR PROPOSALS

FIR GROVE CONCESSIONAIRE SERVICES

RFP NO: PW-23-01

SUBMITTAL DEADLINE: 2:00 P.M., February 7, 2023

**CITY OF ROSEBURG
REQUEST FOR PROPOSALS FOR
FIR GROVE PARK CONCESSIONAIRE SERVICES
RFP NO: PW-23-01**

NOTICE IS HEREBY GIVEN, the City of Roseburg is requesting sealed proposals from qualified persons to provide concessionaire services at Fir Grove Park, 578 Stewart Park Drive, Roseburg, Oregon for a period of time beginning March 1, 2023, and continuing thereafter until December 31, 2023. If mutually agreed upon by both parties the contract may be renewed for up to two successive periods of one year each, under the same terms and conditions. Interested parties will be provided sufficient information to prepare and submit proposals for consideration by the City. It is the City's intent to select the most advantageous proposal based on the evaluation criteria set forth in this request for proposals (RFP). It is also the City's intent to permit other public agencies to utilize the contracts resulting from this solicitation in accordance with ORS 279A.215, and to give preference to services provided by Oregon providers pursuant to ORS 279A.120 and ORS 279A.128. A copy of the RFP packet may be downloaded from the City's website at www.cityofroseburg.org.

All proposals must be submitted by paper or electronically via email. Proposals received in paper format must be sealed, clearly marked Fir Grove Park Concessionaire Services Proposals - RFP No. PW-23-01, 2:00 p.m., February 7, 2023 and received in the City Manager's Office at Roseburg City Hall by the above specified date and time. Proposals received electronically via email must be sent to Amy L. Sowa, Assistant City Manager/City Recorder at bids@cityofroseburg.org and be clearly marked in the subject line of the email Fir Grove Park Concessionaire Services Proposals - RFP No. PW-23-01, 2:00 p.m., February 7, 2023 and received in the City Manager's Office at Roseburg City Hall by the above specified date and time. Any proposal received after that date and time, or not submitted in the proper manner, will be returned unopened without further consideration.

The City reserves the right to reject any and all proposals received as a result of this RFP, to waive any irregularities and to accept the proposal deemed to be in the best interest of the City. Preparation and submission of a proposal is at the proposer's sole risk and expense.



Amy L. Sowa, Asst. City Manager/City Recorder

Dated this 19th day of January, 2023.

Posted on the City's website on this 19th day of January, 2023.

**CITY OF ROSEBURG
TRADE SERVICES REQUEST FOR PROPOSALS
FOR FIR GROVE PARK CONCESSIONAIRE SERVICES
RFP NO: PW-23-01**

GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

1. GENERAL INFORMATION. These general requirements and instructions have been written to describe a minimum performance criteria of the trade services being sought by the City of Roseburg (City) and to be furnished by the persons submitting proposals (hereinafter referred to as the “proposer”). The successful proposer will provide the City with food concession services at Fir Grove Park, located at 578 Stewart Park Drive, Roseburg, Oregon, beginning March 1, 2023, and continuing thereafter until December 31, 2023, covering spring and fall soccer seasons (Saturdays, schedule to be determined). The ideal candidate will also provide the City with food concession services for the Fir Grove Splash Pad season (Memorial Day weekend through Labor Day weekend) a minimum of four days per week from 12:00 noon to 4:00 p.m., with mandatory operation on weekends.

This RFP is intended to provide interested persons with sufficient information to prepare and submit proposals for consideration by the City. It is the City’s intent to select the most advantageous proposal based on the evaluation criteria set forth in this RFP. It is also the City’s intent to permit other public agencies to utilize the contracts resulting from this solicitation in accordance with ORS 279A.215, and to give preference to trade services provided by Oregon providers pursuant to ORS 279A.120 and ORS 279A.128.

The City reserves the right to reject any and all proposals received as a result of this RFP prior to the execution of a trade services contract upon a finding that it is in the public interest to do so. Preparation and submission of a proposal is at the proposer’s sole risk and expense.

Proposals and all accompanying documents will become the property of the City and will not be returned. See Section 16, entitled “Public Records”.

This RFP contains and incorporates the following:

GENERAL REQUIREMENTS AND INSTRUCTIONS TO PROPOSERS

Exhibit “A” Proposal Form

Exhibit “B” Trade Services Contract, including City’s Standard Contract Conditions For Trades Services Contracts

Exhibit “C” Description of Services

Exhibit “D” Minimum Qualifications

Exhibit “E” Evaluation Criteria

2. FORM OF PROPOSAL. Proposals are to be based on and submitted in accordance with the instructions contained in this RFP. The City may change these instructions at any time prior to the solicitation closing by addendum as provided in Section 6 of this RFP. Proposers are responsible for responding to all addenda.

3. POINT OF CONTACT. The City Manager’s Office is the point of contact in the City for this RFP. With the exception of questions regarding technical aspects of the services being requested (Section 4 below), all correspondence pertaining to this RFP should be directed to Amy L. Sowa, Assistant City Manager/City Recorder, 900 SE Douglas Avenue, Roseburg, OR 97470 or info@cityofroseburg.org. The City Manager’s Office may be contacted by calling 541-492-6700.

4. TECHNICAL CLARIFICATION, REQUESTS FOR CHANGES. Questions regarding specific technical aspects of the service requested by this RFP, or seeking clarification concerning these instructions may be directed to Val Ligon, Parks & Recreation Program Manager at 541-492-6730. No oral clarification will be binding on the City. The City will be bound only by this RFP and any written addendum issued hereunder. Interested parties may contact the Parks Division at 541-492-6730 to view the concession area. The Fir Grove Park concession stand is not equipped to meet health department regulations for a cooking establishment.

Requests for changes to these instructions, or to any of the exhibits to this RFP must be submitted in writing to the City Recorder not later than 10 calendar days prior to the date of the solicitation closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a “Request of Change in RFP” and specify the RFP Number set forth in the caption to this RFP. The City will respond to all written requests for changes, in writing, within five business days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFP, the clarification or modification will be made by written addendum as provided in Section 6 of this RFP.

5. SCHEDULE OF EVENTS. The following schedule of events shall be followed for this RFP. Proposers are strongly encouraged to attend the RFP conference, if scheduled. If no date is shown below, then the event is not scheduled for this RFP. Failure to attend a mandatory RFP conference may result in proposal rejection.

Solicitation Starting Date	January 19, 2023
Solicitation Closing	2:00 p.m., on February 9, 2023
Initial Proposal Review Period	February 9 - February 15, 2023
Interview Period	February 21 - February 24, 2023
Notice of Intent to Award	within 30 days of Solicitation Closing
Award and Execution of Contract	within 60 days of Solicitation Closing

6. ADDENDUM TO THE REQUEST FOR PROPOSALS. In the event it becomes necessary to revise any part of this RFP prior to the solicitation closing, an addendum will be provided to all proposers who have requested and received a copy of this RFP. RECEIPT OF AN ADDENDUM MUST BE ACKNOWLEDGED BY SIGNING AND RETURNING THE DOCUMENT WITH THE PROPOSAL. Proposers may protest requirements of this RFP by submitting a request for change, in accordance with Section 4 of this RFP. No addendum will be issued less than four days prior to the date of the solicitation closing.

7. FORMAT OF PROPOSAL. Proposals must contain the information specified in Section 8 of this RFP. Proposals must be prepared on the proposal form attached hereto as RFP

Exhibit "A." A proposal should provide a concise description of the proposer's ability to satisfy the requirement of this RFP and the trade services contract attached hereto as RFP Exhibit "B", along with the City's Standard Contract Provisions attached as an exhibit to such contract.

8. CONTENT OF PROPOSALS. The proposal should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those proposals which do not contain all information required by this RFP or are otherwise non-responsive, may be rejected immediately, however the City has discretion to accept a proposal that does not conform with all RFP requirements if the City determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the proposal complies with this RFP. The City also has discretion to permit a proposer to correct a typographical error or other minor mistake or oversight in its proposal.

8.1 The proposal must contain at least the following information:

8.1.1 Proposal Form. The proposal form, substantially in the form of RFP Exhibit "A" must be duly executed by the authorized representative of the proposer, and include the following:

- a.** The proposer's business name, address, telephone number, email address and federal taxpayer identification number;
- b.** The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address;
- c.** Name(s) and title(s) of the person(s) authorized to submit the proposal and to execute the trade services contract; and
- d.** The fees and charges that the proposer will charge for the services rendered based on the format outlined in RFP Exhibit "A".

8.1.2 Qualifications. The Proposers statement of qualifications to perform the contract, including the following:

- a.** A description of the key personnel that will perform the services and their qualifications;
- b.** A description of how the proposer complies with all minimum qualifications set forth in RFP Exhibit "D";
- c.** Special services the proposer can provide in connection with the service required by this RFP and as described in RFP Exhibit "C"; and
- d.** A proposer that has not contracted with the City of Roseburg during the past two calendar years for the type of services required by this RFP must also submit information describing its experience in providing such services to other public entities.

8.1.3 References. A list of all private and public entities for which the proposer has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record.

8.2 Alternatives. A proposer shall only submit alternative terms and conditions to the terms and conditions the City expressly authorized for negotiation under Section 14 of this RFP.

9. EXECUTION OF CONTRACT. The proposer selected by the City to provide the requested trade services will be expected to deliver its proof of all required insurance, and to enter into a written trade services contract in the form attached hereto as RFP Exhibit "B".

BY SUBMITTING ITS PROPOSAL, THE PROPOSER CERTIFIES THAT IT HAS READ AND ACCEPTS ALL TERMS, CONDITIONS AND REQUIREMENTS OF THIS RFP, INCLUDING THE TERMS AND CONDITIONS OF THE FORM OF CONTRACT IN RFP EXHIBIT "B", AND THAT IF PROPOSER REFUSES TO EXECUTE THE CONTRACT AFTER AWARD, THE CITY WILL BE ENTITLED TO SEEK COMPENSATION FOR ITS DAMAGES, WHICH MAY INCLUDE THE COST OF CONDUCTING A NEW SOLICITATION.

10. DELIVERY OF PROPOSALS. In order to be considered, the sealed paper proposal or electronic submittal must arrive at the City Manager's Office before the time and date of the Solicitation Closing as described in this RFP.

- Paper proposals must be submitted in sealed envelopes clearly marked with the RFP number shown in the caption of this RFP and the time and date of the Solicitation Closing. Proposers who mail proposals should allow extra mail delivery time to insure timely receipt of their proposals.
- Electronic submittals must be sent to the attention of Amy L. Sowa, Assistant City Manager/City Recorder by emailing bids@cityofroseburg.org by the time and date of the Solicitation Closing.

Proposals received after the Solicitation Closing will not be considered and will be returned unopened to the proposer.

11. SUBMISSION AND WITHDRAWAL OF PROPOSALS. Proposers may modify or withdraw their proposals at any time prior to the solicitation closing by providing a written request for modification or withdrawal to the City Manager's office. Requests for withdrawal of proposals will not be accepted after the solicitation closing. A proposer may also withdraw its proposal in person prior to the solicitation closing, upon presentation of appropriate identification and satisfactory evidence of authority to the City Recorder. The City Recorder shall obtain the signature of the person making the withdrawal.

ALL PROPOSALS SHALL BE IRREVOCABLE FOR A PERIOD OF 60 DAYS FROM THE SOLICITATION CLOSING.

12. OPENING OF PROPOSALS. Proposals received in response to this RFP will be opened publicly, either in person or virtually, by the City Recorder or designee, immediately

after the Solicitation Closing in the City's administrative offices located at 900 S.E. Douglas Street, Roseburg Oregon or virtually. If opened virtually, a link will be published on the City's website at <https://www.cityofroseburg.org/bidding> no less than 24 hours prior to the opening date and time. The names and addresses of all proposers will be announced and recorded by the City Recorder. No other information will be made available at that time.

13. MINIMUM QUALIFICATIONS REQUIRED. Proposals must indicate how the proposer satisfies the minimum qualifications set forth in RFP Exhibit "D".

14. EVALUATION OF PROPOSALS. The City will evaluate the proposals according to the evaluation criteria and rating scheme set forth in RFP Exhibit "E" and in accordance with the following:

14.1 Interviews/Samples. The City may require interviews with all responsive proposers regardless of the interview schedule in Section 5 of this RFP. In addition, the City may request an interview with one or more proposer, if the City determines that an interview would help the City better evaluate the proposal, provided that no scoring for interview will be made unless all responsible proposers are interviewed. During the evaluation process, the City may also request work samples, demonstrations, inspections or other testing examinations from all responsive proposers, if the City determines that such further evaluation should be added as rated criteria to enable the City to properly evaluate the proposals.

14.2 Use of Competitive Range/Negotiation. At the conclusion of the rated criteria evaluation process and prior to selection, the City may, but shall not be required to, interview, request demonstrations or samples from, or negotiate with the three proposers who have the highest criteria ratings (the "competitive range"). The City may expand or decrease the competitive range if, in the opinion of the City Manager, the number of proposals or the quality of the proposals warrants an increase or decrease in the number of proposers in the competitive range.

If the City determines to make its selection based on interviews, demonstrations, samples or negotiation with proposers in the competitive range, the City shall provide written notice to all proposers, identifying proposers in the competitive range. A proposer that is not within the competitive range may protest the City's evaluation and determination of the competitive range in accordance with the provisions set forth in Section 18.3 of this RFP.

After the protest period, or after the City has provided a final response to any protest, whichever date is later, the City will begin further selection activity with proposers in the competitive range. The City's interviewing or negotiation team shall not favor any particular proposer. However, the City may only negotiate contract price to the extent the proposer would not be excluded from the competitive range based on the City's evaluation criteria set forth in this RFP. The City may only negotiate an alternative term or condition submitted by a proposer if the alternative term or condition is reasonably related to the term or condition that this RFP describes as negotiable.

14.2.1 The matters subject to negotiation shall be limited to the following:

- a. Price;
- b. The manner in which the services are to be performed or the quality or type of materials to be supplied;
- c. The personnel to be committed to the City's contract; and
- d. Contract terms and provisions that the City would like to change.

14.2.2 Nothing in this RFP shall restrict or prohibit the City from canceling the solicitation at any time in accordance with OAR 137-047-0660. If the City begins selection activities under this Section 14.2, the City shall begin such activities with all of the proposers in the competitive range. At any time during the negotiations, the City may:

- a. terminate negotiations with particular proposers and continue negotiating with the remaining competitive range proposer(s); or
- b. conclude negotiations with all competitive range proposers and make its award based on its evaluation of the comparative values achieved during the interview, demonstration, sampling or negotiation process; or
- c. reject all proposals and cancel the solicitation.

If the City does not cancel the solicitation at the conclusion of the City's negotiation with all remaining proposers in the competitive range, the City shall re-score the proposals in the competitive range based upon the evaluation criteria in this RFP.

If the contract is to be awarded based on the negotiations, the City shall provide written notice of intent to award the contract only to all proposers in the competitive range. An unsuccessful proposer may protest the City's evaluation and determination of the award as provided in Section 18.5 of this RFP.

14.3 Evaluation Record. A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the contractor is made.

15. SELECTION PROCESS AND NOTICE OF AWARD. The City will select the proposal deemed most beneficial to the City based on its evaluation of the proposals. The apparent successful proposer and all other persons who submitted proposals will be notified of the City's selection, but if the City decides to use a competitive range process, notice of the identity of those in the competitive range will be given to all proposers, but notice of the intent to award will only be given to proposers in the competitive range. Unless award of a contract is delayed by the City, written notice of award, specifying the date of selection, will be made not later than the first business day following the date of selection. Final award will depend upon the execution of an acceptable contract and delivery of evidence of insurance, if required, and may be withdrawn by the City at any time prior to execution of the contract by the City.

16. PUBLIC RECORDS. This RFP and each original proposal received in response to it, together with copies of documents pertaining to the award of a contract shall be kept on file as a public record by the City. Provided, however, such records shall not be disclosed until after the Notice of Intent to Award the resulting contract has been issued.

17. RECORDS REVIEW; CONFIDENTIALITY. After Notice of Intent to Award the resulting contract has been issued, all proposals shall be available for public inspection except for those portions of a proposal that the proposer designates in its proposal as trade secrets or as confidential proprietary data in accordance with applicable state law. If the City determines such designation is not in accordance with applicable law, the City shall make those portions available for public inspection. The proposer shall separate information designated as confidential from other non-confidential information at the time of submitting its proposal. Prices, makes, model or catalog numbers of items offered, scheduled delivery dates, and terms of payment are not confidential, and shall be publicly available regardless of a proposer's designation to the contrary.

18. PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD.

18.1 Purpose. An adversely affected or aggrieved proposer may seek administrative review of the City's contractor selection or contract award decision in accordance with this Section.

18.2 Notice of Competitive Range. If the City decides to negotiate with proposers in the competitive range, the City will provide written notice to all proposers of the identity of the proposers included in the competitive range. The City's notice of the proposers included in the competitive range shall not be final until the later of the following: (1) seven business days after the date of the notice; or (2) until the City provides a written response to all timely-filed protests. The City may increase or decrease the competitive range to respond to the number and quality of proposals. A business day is any day on which the City's offices are open.

18.3 Right to Protest Competitive Range.

18.3.1 An adversely affected or aggrieved proposer may submit to the City a written protest of the City's decision to exclude the proposer from the competitive range within seven business days after issuance of the notice of the competitive range.

18.3.2 The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

18.3.3 A proposer is adversely affected only if the proposer is responsible and submitted a responsive proposal and is eligible for inclusion in the competitive range i.e., the protesting proposer must claim it is eligible for inclusion in the competitive range if all ineligible higher-scoring proposers are removed from consideration, and that those ineligible proposers are ineligible for inclusion in the competitive range because:

- a. Their proposals were not responsive; or

- b. The City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protesting proposer was unfairly evaluated and would have, but for such substantial violation, been included in the competitive range.

18.3.4 The City shall not consider a protest submitted after the time period provided in this RFP. A proposer may not protest the City's decision to not increase the competitive range above the competitive range set forth in this RFP.

18.4 Notice of Intent to Award Contract. The City will provide written notice to all proposers of the City's intent to award the contract, unless the contract is awarded following the declaration and notice of a competitive range, in which case notice of award will be provided to all proposers in the competitive range. The City's award shall not be final until the later of the following:

- a. Seven days after the date of the notice; or
- b. The City provides a written response to all timely-filed protests that denies the protest and affirms the award.

18.5 Right to Protest Award.

18.5.1 An adversely affected or aggrieved proposer may submit to the City a written protest of the City's intent to award within seven days after issuance of the notice of intent to award the contract.

18.5.2 The proposer's protest shall be in writing and must specify the grounds upon which the protest is based.

18.5.3 A proposer is adversely affected or aggrieved only if the proposer is eligible for award of the contract as the responsible proposer submitting the best responsive proposal and is next in line for award, i.e., the protesting proposer must claim that all higher-scored proposers are ineligible for award:

- a. because their proposals were non-responsive; or
- b. the City committed a substantial violation of a provision in the RFP or of an applicable procurement statute or administrative rule, and the protestor was unfairly evaluated and would have, but for such substantial violation, been the responsible proposer offering the highest-ranked proposal.

18.5.4 The City shall not consider a protest submitted after the time period provided in this RFP.

18.6 Authority to Resolve Protests. The City Manager has the authority to settle or resolve a written protest submitted in accordance with the requirements of this RFP.

18.7 Decision. If a protest is not settled, the City Manager, or the City Manager's designee, shall promptly issue a written decision on the protest.

CITY OF ROSEBURG

Amy L. Sowa, Asst. City Manager/City Recorder

RFP EXHIBIT "A"
RFP NO. PW-23-01

PROPOSAL FORM

Legal Business Name: _____

Form and State of Organization: _____

Registered dba, if any: _____

Main Office Address: _____

Telephone Number: _____ **e-mail:** _____

Tax Identification Number: _____

Representation, Covenant and Warranty of Undersigned and Proposer:

By signing this proposal, the undersigned makes the following representations and warranties:

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
2. That this proposal constitutes the proposer's offer to enter into a trade services contract with the City and, if accepted by the City, will be binding and enforceable against the proposer.

By causing this proposal to be executed by the undersigned and delivered to the City Recorder, the proposer makes the following representations and warranties:

1. Proposer has read and understands the terms and conditions contained in the RFP, it has had the opportunity to protest any term or condition that it finds unacceptable and to seek clarification of any term or condition that it does not understand, and it accepts and agrees to be bound by the terms and conditions of the RFP, including, but not limited to the contract conditions.
2. Proposer has not discriminated against minority, women, disabled veterans or emerging small business enterprises in obtaining any required subcontracts.
3. Proposer has not been listed by the Oregon Contractor's Board or the Oregon Department of Administrative Services as a person disqualified or ineligible to bid on or perform work under public contracts.
4. Proposer agrees to meet all requirements contained in this RFP if it is selected as the contractor to provide the services requested by this RFP.
5. If awarded a contract pursuant to this RFP, the proposer agrees to extend the terms, conditions and prices of such contract to other public agencies.

PROPOSAL FORM (continued)

FEE:

The Proposer hereby offers to perform the services described in this RFP according to the fee structure described below. The fee structure should include all charges that the proposer will require, including the manner in which the proposer will seek payment for all equipment and materials supplied, if any, and all labor and expenses. No expense will be reimbursed for more than its actual cost to the proposer. The fee structure for the services outlined in the trade services contract included as RFP Exhibit "B" must be based on the following:

FEES:

1. Proposer shall pay to the City, by the 1st of each month, a lease fee of \$150.00 per month for the following timeframes:
 - a. Splash Pad Open for Public Use
 - Memorial Day through Labor Day
 - b. Soccer Season
 - TBD by Soccer schedule
(Tentatively Apr-May & Sept-Oct)

2. Proposer shall pay to the City \$15.00 per day for any use outside the stated contract period listed in section 1.3 (a) of the contract.

Authorized Signature: _____

Print Name and Title: _____

Date of Signature: _____

CONTRACTOR shall assure concession stand is adequately staffed during the above agreed upon hours.

CONTRACTOR shall serve prepared and prepackaged food and beverage items (glass containers prohibited) to park users. City requires contractor to have swim diapers available for purchase at all times during summer months of operation. Sales of alcohol and tobacco products are prohibited. All products sold must be approved by CITY.

CONTRACTOR shall maintain a level of quality in both food products and services commensurate with that expected of any commercial business establishment and shall maintain sufficient quantity selection to provide a satisfactory level of service.

CONTRACTOR shall furnish all equipment and supplies necessary for the operation of the concession stand.

CONTRACTOR shall be responsible for keeping the concession stand in good working order and maintain it in a clean and sanitary condition at all times. CONTRACTOR shall be responsible for the disposal of all garbage.

CONTRACTOR shall restock restroom supplies as needed (supplies/inventory to be furnished by the City).

CONTRACTOR shall remove all inventory and turn off all appliances during extended periods of non-use, and also at the end of the contract term.

1.3 Fees.

- b. CONTRACTOR shall pay to the CITY, by the 1st of each month, a lease fee of \$150.00 per month in advance for the following periods
 - a. Soccer Season
 - TBD by Soccer schedule
(Tentatively Apr-May & Sept-Oct)
 - b. Splash Pad Open for Public Use
 - Memorial Day through Labor Day
- c. CONTRACTOR shall pay to the CITY, \$15.00 per day for any use outside the periods listed in Section 1.3 (a)

1.4 Expenditures. Extraordinary unbudgeted expenditures, from contracted funds, outside the scope of the work program may be made by CONTRACTOR only with the prior written approval of CITY's City Manager. CONTRACTOR shall promptly pay all expenses it incurs as a result of this Contract and shall comply with all provisions of state law applicable to this Contract.

1.5 Insurance Requirements. At all times during the term of this Contract, at the sole expense of the CONTRACTOR, CONTRACTOR shall maintain continuously in effect the insurance policies described herein. Each policy shall be written as a primary policy, not contributing with or in excess of any coverage the City may carry. A copy of each policy or a certificate, and copies of additional insured endorsements, satisfactory to the City shall be

delivered to the City prior to commencement of any work or services provided under this Contract. The certificates shall specify and document all insurance-related provisions within this Contract. A renewal certificate will be sent to the City 10 days prior to coverage expiration. Unless specified, each policy shall be written on an "occurrence" form. Policies must be underwritten by an insurance company deemed acceptable to the City and admitted to do business in Oregon, or, in the alternative, rated A- or better by AM Best. The City reserves the right to reject any insurance carrier with an unacceptable financial rating. There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. The 30-day notice of cancellation provision must be physically endorsed on the policy. In the event the statutory limit of liability of a public body for claims arising out of a single accident or occurrence is increased above the combined single limits specified in this Contract, City shall have the right to require CONTRACTOR to increase the CONTRACTOR's coverage by an amount equal to the increase in the statutory limit for such claims and to increase the aggregate coverage by twice the amount of the increase in the statutory limit. Failure to maintain any insurance coverage required by this Contract shall be cause for immediate termination of the Contract by the City, but termination shall not relieve CONTRACTOR of its obligation to provide and maintain such coverage, and City shall be entitled to enforce all liability and indemnity provisions of this Contract following such termination. In addition, all requirements concerning insurance and indemnity shall survive the termination of this Contract. The policy must show the City as an additional insured with respect to activities emanating out of the contract with the following language included: *"The City of Roseburg, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary and non-contributory"*.

1.5.1 Commercial General Liability. Throughout the term of this Contract, CONTRACTOR shall maintain continuously in a broad commercial general liability insurance policy with coverage of not less than \$2,000,000 combined single limit per occurrence, with an aggregate of \$4,000,000, for bodily injury, personal injury or property damage. The policy shall also contain an endorsement naming the City as an additional insured, on a form satisfactory to City, and expressly provide that the interest of the City shall not be affected by CONTRACTOR's breach of policy provisions. Such policy must be maintained in full force and effect for the duration of this Contract, failure to do so shall be cause for immediate termination of this Contract by City. Any additional insured requirements included in this Contract shall both provide completed operations coverage after job completion and coverage that is primary and non-contributory. Claims Made policies will not be accepted.

1.5.2 Automobile Liability Insurance. At all times during the term of this Contract, and at the sole expense of CONTRACTOR, CONTRACTOR shall maintain "Symbol 1" automobile liability coverage including coverage for all owned, hired and non-owned vehicles, equivalent to a combined single limit per occurrence on not less than \$2,000,000 for bodily injury or property damage.

1.6 Books and Records. CONTRACTOR shall keep complete and proper books, records and accounts of all transactions performed as part of this Contract and the approved invoices and work program. The books, records and accounts shall be open to inspection by CITY or its designee during normal business hours, and shall remain open to CITY for such inspection for three months following termination of this Contract.

1.7 Availability. CONTRACTOR shall be available for meetings, discussions and program reviews with sufficient notice.

1.8 Assignment. The responsibility for performing CONTRACTOR's services under the terms of this Contract shall not be assigned, transferred, delegated or otherwise referred by CONTRACTOR to a third person without the prior written consent of CITY.

1.9 Compliance with Law and Standard Contract Provisions. CONTRACTOR shall comply with all federal, state and local laws, including Roseburg Municipal Code Regulations relating to business registration, and with all Standard City Contract Provisions for Trade Service Contracts as outlined in the attached Exhibit "A".

1.10 Health Hazard Notification. Contractors who are hired to perform work for the City involving the need to control hazardous energy or enter confined spaces will be informed of our programs and the associated hazards that City staff is aware of. The notification is not designed to take over the contractor's safety responsibilities to his or her employees but to provide appropriate notification under the Oregon OSHA rules.

SECTION 2. CITY AGREES:

In consideration for the above-described services, CITY agrees:

- 2.1 To provide maintenance and upkeep to the exterior of the concession stand and pavilion.
- 2.2 To provide routine maintenance of grease traps.
- 2.3 To maintain restrooms and all remaining facilities at Fir Grove Park excluding the concession stand.
- 2.4 To provide restroom supplies / inventory so that CONTRACTOR can restock restroom supplies if needed when CITY staff is not on duty.
- 2.5 To provide utilities to the Fir Grove Park concession stand.
- 2.6 To provide suitable dumpster for trash removal.
- 2.7 To allow CONTRACTOR to retain 100% of the sales proceeds from the Fir Grove Park concession stand.

SECTION 3. BOTH PARTIES AGREE:

3.1 Budget and Work Plan Approval. All approved invoices and work programs shall be in writing.

3.2 Independent Contractor. CONTRACTOR is an independent contractor. CONTRACTOR shall control the manner in which it performs the services herein; however, the nature of the services and the results to be achieved shall be specified by CITY.

CONTRACTOR is not to be deemed an employee or agent of CITY and has no authority to make any binding commitments on behalf of CITY except as expressly approved by CITY's City Manager.

3.3 Indemnification. Each party shall indemnify, hold harmless and defend the other, its officials, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney fees, arising in or from its performance of, or failure to perform, this Contract. The extent of the CITY's obligation under this subsection is limited to the CITY's obligation under the Oregon Constitution and ORS 30.260 through 30.300. With respect to professional liability claims, CONTRACTOR to indemnify CITY to the extent caused by the CONTRACTOR's negligent acts, errors, and omissions.

3.4 Arbitration. Any controversy regarding the language or performance of this Contract shall be submitted to arbitration. Either party may request arbitration by written notice to the other. If the parties cannot agree on a single arbitrator within 15 days from the giving of notice, each party shall within five days select a person to represent the party and the two representatives shall immediately select an impartial third person to complete a three-member arbitration panel. If either party fails to select its representative, the other party may petition the Chief Judge of the Circuit Court of Douglas County for designation of the representative. The arbitration shall be conducted in accordance with ORS 36.400 through 36.425 or the provisions of any such future law. The arbitrator(s) shall assess all or part of the costs of arbitration, including attorney fees, to either or both parties.

3.5 Attorney Fees. If any arbitration, administrative proceeding, action, or appeal thereon, is instituted in connection with any controversy arising out of this Contract, performance of this Contract or failure to perform this Contract, the prevailing party shall be entitled to recover, in addition to costs and disbursements, such sum as the court may adjudge reasonable as attorney fees.

3.6 Ownership and Use of Documents. In whatever form they may be produced or stored, any documents prepared in performance of this Contract and any supporting and investigative information that is gathered in the performance of this Contract, upon completion of the work, or upon termination of this Contract, shall be and remain the property of CITY and shall be subject to copyright by CITY at its sole discretion. CONTRACTOR shall be permitted to retain copies, including reproducible copies, of such documents. CONTRACTOR shall treat such documents as if CITY had secured a copyright thereon, and thus will not use the documents in a manner that would constitute copyright infringement. CITY may use the documents prepared hereunder for any purpose, however CONTRACTOR shall have no liability with regard to such documents to the extent they are used or applied outside of the scope of the work unless CONTRACTOR is consulted and offers a professional opinion that the use contemplated is appropriate.

3.7 Termination. Notwithstanding any other provision of this Contract to the contrary, CITY may terminate this Contract at any time by giving written notice to CONTRACTOR at least ten days in advance of such termination. Written notice shall be effective upon the date the written notice is actually given to CONTRACTOR. In the event of such termination, compensation shall be based on the services actually performed by CONTRACTOR to the date of termination. If compensation is a total sum, the amount shall be prorated based on the tasks actually performed as of the date of termination.

3.8 Notices. Any notice required to be given under this Contract, or required by law, shall be in writing and delivered to the parties at the following addresses:

**CITY OF ROSEBURG
City Manager
900 SE Douglas
Roseburg, OR 97470**

***Contractor's Name and
Mailing Address***

3.9 Applicable Laws. The laws of the State of Oregon shall be used in construing this Contract and enforcing the rights and remedies of the parties.

3.10 Merger. There are no other undertakings, promises or agreements, either oral or in writing, other than that which is contained in this Contract. Any amendments to this Contract shall be in writing and executed by both parties.

3.11 Electronic Signatures. This Contract and any amendments may be signed by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one contract. Facsimile and electronic signatures will be binding for all purposes.

CITY OF ROSEBURG

(Contractor's Name)

Nicole Messenger, City Manager

(Name of Person Signing Contract)

Date: _____

Date: _____

ATTEST:

Tax Identification Number

Email: _____

Amy L. Sowa, Asst. City Manager/City Recorder

TRADE SERVICES CONTRACT EXHIBIT "A"
STANDARD CITY CONTRACT PROVISIONS

The following provisions, if applicable, are hereby included in and made a part of the attached Contract for services between the City and the Contractor named therein as provided for in the Roseburg Municipal Code, the Oregon Revised Statutes and Federal laws, rules, regulations and guidelines:

1. DISCRIMINATION IN SUBCONTRACTING PROHIBITED; REMEDIES - ORS 279A.110:

1.1 The Contractor may not discriminate against a Subcontractor in the awarding of a subcontract because the Subcontractor is a minority, women, disabled veterans or emerging small business enterprise certified under ORS 200.055.

1.2 By entering into the Contract, the Contractor certifies it has not discriminated and will not discriminate, in violation of Subsection 1.1 against any minority, women, disabled veterans or emerging small business enterprise in obtaining any required subcontract.

1.3 If the Contractor violates the nondiscrimination certification made under Subsection 1.2, the City may regard the violation as a breach of contract that permits the City to terminate the Contract or exercise any remedies for breach permitted under the Contract.

2. PREFERENCE FOR OREGON GOODS AND SERVICES; NONRESIDENT CONTRACTOR REPORT TO DEPARTMENT OF REVENUE - ORS 279A.120:

2.1 As used in this Section,

(a) “nonresident contractor” means a contractor that is not a resident contractor.

(c) “resident contractor” means a contractor that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the bid or proposal for the Contract; has a business address in this state; and stated in the bid or proposal for the Contract that it was not a “resident bidder” under ORS 279A.120.

2.2 For the purposes of awarding the contract, the City will:

(a) give preference to goods or services that have been manufactured or produced in Oregon if the price, fitness, availability and quality are otherwise equal; and

(b) add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the Contractor in the state in which the Contractor resides.

2.3 If the Contractor is a nonresident contractor and the public contract price exceeds \$10,000, the Contractor shall promptly report to the Department of Revenue, on forms to be provided by the Department, the total contract price, terms of payment, length of contract and such other information as the Department may require before the Contractor may receive final payment on the Contract. The City shall satisfy itself that the requirement of this Section has been complied with before it issues a final payment on the public contract.

2.4 Pursuant to ORS 279A.128, the City may also give preference to trade services provided by Oregon providers if the service cost not more than 10% more than service provided by out-of-state providers.

3. PREFERENCE FOR RECYCLED MATERIALS - ORS 279A.125:

3.1 Notwithstanding provisions of law requiring the City to award a contract to the lowest responsible bidder or best proposer or provider of a quotation and subject to Section 3.2, when procuring goods for any public use, the City shall give preference to the procurement of goods manufactured from recycled materials.

3.2 The City shall give preference to goods that are considered to be made from recycled materials if:

- (a) The recycled product is available;
- (b) The recycled product meets applicable standards;
- (c) The recycled product can be substituted for a comparable nonrecycled product; and
- (d) The recycled product's cost does not exceed the cost of a comparable nonrecycled product by more than five percent, or a higher percentage if a written determination is made by the City.

4. INTERGOVERNMENTAL PERMISSIVE COOPERATIVE PROCUREMENT – ORS 279A.215:

4.1 Pursuant to ORS 279A.215, other public agencies may purchase trade services under the terms, conditions and prices of any contract resulting from this solicitation if the Contractor agrees to extend the terms, conditions and prices of the contract resulting from this solicitation to such agencies.

4.2 Any such services shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to the City of Roseburg. Any estimated times listed in this proposal do not include estimated times required for other public agencies. The City of Roseburg makes no representation or guarantee as to the time required for services purchased by other public agencies.

5. **PAYMENT OF LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES - ORS 279B.220:** The Contractor shall:

5.1 Make payment promptly, as due, to all persons supplying to such Contractor, labor or material for the performance of the work provided for in the Contract.

5.2 Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Contract.

5.3 Not permit any lien or claim to be filed or prosecuted against the City or any subdivision thereof on account of any labor or material furnished.

5.4 Pay to the Department of Revenue, all sums withheld from employees pursuant to ORS 316.167.

6. **PROHIBITION OF DISCRIMINATORY WAGE RATES BASED ON SEX – ORS 652.220:** The Contractor shall not:

6.1 Discriminate between employees on the basis of a protected class in the payment of wages or other compensation for work of comparable character, the performance of which requires comparable skills;

6.2 Pay wages or other compensation to any employee at a rate greater than that at which the employer pays wages or other compensation to employees of a protected class for work of comparable character, the performance of which requires comparable skills. This section does not apply where:

- (a) Payment is made pursuant to a seniority or merit system which does not discriminate on the basis of a protected class; or
- (b) A system measures earnings by quantity or quality of production, including piece-rate work; or
- (c) Travel is necessary and regular for the employee; or
- (d) Education, training, experience, or any combination of factors account for the entire compensation differential.

6.3 Discriminate in the payment of wages or other compensation against any employee because the employee has filed a complaint in a proceeding, has testified or is about to testify, or because the employer believes that the employee may testify in any investigation, proceedings or criminal action pursuant to ORS 652.210 to 652.235.

7. **SALVAGING, RECYCLING, COMPOSTING OR MULCHING YARD WASTE MATERIAL - ORS 279B.225:** If the Contract will include lawn and landscape maintenance the Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

8. **PAYMENT FOR MEDICAL CARE AND ATTENTION TO EMPLOYEES - ORS 279B.230:**

8.1 Contractor shall promptly as due, make payment to any person, co-partnership association or corporation furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

8.2 The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under the Contract who are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide workers' compensation coverage that complies with ORS 656.126 for their workers. Employers' Liability Insurance with coverage limits of not less than \$500,000 each accident shall be included.

9. HOURS OF LABOR - ORS 279B.235: This Section does not apply to public contracts for goods or personal property.

9.1 No person shall be employed for more than ten hours in any one day or forty hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except for contracts for personal services, the employee shall be paid at least time and a half pay for:

(a) All overtime in excess of eight hours a day or forty hours in any one week, when the work week consists of five consecutive days, Monday through Friday; or

(b) All overtime in excess of ten hours a day or forty hours in any one week, when the work week is four consecutive days, Monday through Friday; and

(c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020, or all holidays specified in a collective bargaining agreement.

9.2 For personal services contracts, employees shall be paid at least time and a half pay for all overtime worked in excess of 40 hours in any one week, except for individuals under personal service contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

9.3 The Contractor must give notice to employees who perform work on this Contract, in writing, either at the time of hire or before commencement of work on this Contract, or by posting a notice in a location frequented by employees, the number of hours per day and days per week that the employees may be required to work.

10. EXCLUSION OF RECYCLED OILS PROHIBITED - ORS 279B.240. Lubricating oil and industrial oil may include recycled oils or oils that are not manufactured from virgin materials.

11. **HIGHEST STANDARDS – ORS 279B.060**: By entering into the contract, Contractor agrees the services provided shall meet the highest standards prevalent in the industry or business most closely related to the services to be provided.
12. **CONSEQUENCES FOR FAILURE – ORS 279B.060**: Contractor understands that failure to provide services which meet the highest standards in the industry may result in consequences including, but not limited to:
 - (a) reducing or withholding payment;
 - (b) requiring the Contractor to provide, at Contractor's own expense, additional services identified in the scope of work to meet the established performance standards;
or
 - (c) declaring a default, terminating the contract and seeking damages and other relief available under the terms of the contract or other applicable law.
13. **COMPLIANCE WITH LAWS**: Contractor shall comply with all federal, state and local laws, rules, ordinances and regulations at all times and in performance of this Contract.

**RFP EXHIBIT “C”
RFP PW-23-01**

DESCRIPTION OF TRADE SERVICES

The successful proposer granted a contract with the City pursuant to this RFP will provide:

Services and Guidelines

CONTRACTOR shall provide food concession services at the Fir Grove concession stand during spring and fall soccer seasons (Saturdays, schedule to be determined). CONTRACTOR shall provide food concession services at the Fir Grove concession stand during the Fir Grove Splash Pad season (Memorial Day weekend through Labor Day weekend) at a minimum of four days per week from 12:00 noon to 4:00 p.m., with mandatory operation on weekends.

CONTRACTOR shall assure concession stand is adequately staffed during the above agreed upon hours.

CONTRACTOR shall serve prepared and prepackaged food and beverage items (glass containers prohibited) to park users. City requires contractor to have swim diapers available for purchase at all times during summer months of operation. Sales of alcohol and tobacco products are prohibited. All products sold must be approved by CITY.

CONTRACTOR shall maintain a level of quality in both food products and services commensurate with that expected of any commercial business establishment and shall maintain sufficient quantity selection to provide a satisfactory level of service.

CONTRACTOR shall furnish all equipment and supplies necessary for the operation of the concession stand.

CONTRACTOR shall be responsible for keeping the concession stand in good working order and maintain it in a clean and sanitary condition at all times. CONTRACTOR shall be responsible for the disposal of all garbage.

CONTRACTOR shall restock restroom supplies as needed (supplies/inventory to be furnished by the City).

CONTRACTOR shall remove all inventory and turn off all appliances during extended periods of non-use, and also at the end of the contract term.

**RFP EXHIBIT “D”
RFP NO. PW-23-01**

MINIMUM QUALIFICATIONS

1. Proposer must be licensed pursuant to state law, and if awarded a contract pursuant to this RFP, proposer must register to do business in the City of Roseburg prior to performing work under the contract.
2. Proposer must not be disqualified by the City, the Department of Administrative Services or the State Contractor’s Board from bidding on public contracts.
3. Proposer must have the ability to meet all requirements set forth in City’s Trade Services Contract and related Standard Contract Conditions included as Exhibit “B” of this RFP.
4. Proposer must have been in the business of providing concessionaire services for a minimum of two years.
5. Proposer will provide a sample of menu items to be sold and prices

FAILURE TO MEET THE FOREGOING MINIMUM QUALIFICATIONS OR OTHER REQUIREMENT SET FORTH IN THIS RFP MAY CONSTITUTE A SUBSTANTIAL NON-CONFORMANCE AND PREVENT THE PROPOSAL FROM RECEIVING FURTHER CONSIDERATION.

**RFP EXHIBIT “E”
RFP NO. PW-23-01**

EVALUATION CRITERIA

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion. Unless negotiations are conducted as provided in Section 14 of this is RFP, the contract will be awarded to the proposer with the highest overall score.

1. Proposal Substantially Complies with all RFP requirements. Yes ____ No ____

If no, indicate the manner in which the proposal is non-conforming. Non-conforming proposals will not be considered for award:

- | | | |
|----|--|---------------|
| 2. | Meets or Exceeds Minimum Qualifications | 0 - 15 Points |
| 3. | Interview/Understanding of the City’s Requirements | 0 - 15 Points |
| 4. | References/Experience | 0 - 15 Points |
| 5. | Sufficient personnel to provide services | 0 - 15 Points |
| 6. | Quality of service | 0 - 15 Points |
| 7. | Variety of menu and prices | 0 – 15 Points |
| 8. | Willingness to operate during Splash Pad season | 0 – 10 Points |