



# CITY OF LODI

## COUNCIL COMMUNICATION

AGENDA TITLE: Authorization to Solicit Proposals for  
Concession Operations at Armory Park and  
the Softball Complex

MEETING DATE: January 15, 1992

PREPARED BY: Parks and Recreation Director

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RECOMMENDED ACTION: That the City Council authorize the solicitation  
of proposals for the operation of concession  
stands at Armory Park and the Softball Complex  
for the period February 19, 1992 through  
December 31, 1995.

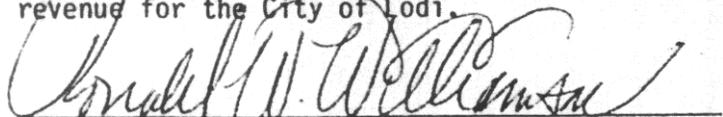
BACKGROUND INFORMATION: Each year the Recreation Department solicits  
proposals for concession operations at Armory  
Park, the Softball Complex, and Lodi Lake Park.  
(The Lodi Lake concession proposal will be  
submitted for approval at a later date).

The operation at Armory Park and the Softball Complex consists of the  
sale of food and beverages during Lodi Unified School District high  
school softball and City League softball games, as well as regional and  
national softball tournaments and other special events.

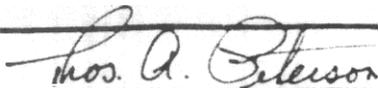
Selection of concessionaire will be based on highest percentage of return  
from gross sales receipts, as well as experience and reputation of the  
concessionaire.

The deadline for submitting proposals will be January 27, 1992.

FUNDING: None required. The operation will generate  
revenue for the City of Lodi.

  
Ronald Williamson, Parks & Recreation Director

APPROVED



THOMAS A. PETERSON  
City Manager



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City does hereby grant to Concessionaire the sole and exclusive right/license to vend food, drinks, picnic supplies, souvenirs, and other concession items as approved by the City of Lodi, at the concession stands of the above-described parks, beginning February 19, 1992 and ending December 31, 1995.

The City will provide:

1. Enclosed concession stands with some limited city-owned equipment, which Concessionaire will be expected to service and maintain at Concessionaire's sole cost and expense. (Improvements to building and/or facilities, proposed by Concessionaire, are subject to City approval. Cost of installation shall be borne by Concessionaire, and all improvements shall become property of the City upon termination of this agreement).
2. Water, sanitary sewer, gas, electricity, and garbage receptacles outside the concession buildings shall be provided by the City;
3. Maintenance of the general property of the concession buildings, unless abuse and lack of general care is apparent, at which time the cost and expenditures of maintenance shall be borne by the Concessionaire.

CONCESSION OPERATION AND CONDITIONS:

1. The length of the contract shall be from February 19, 1992, and ending at midnight on December 31, 1995.

2. Concessionaire agrees to maintain in full force during *the* term hereof, a policy of general liability insurance which contains an Additional Named Insured Endorsement naming the City of Lodi as an Additional Insured, and under which the insurer agrees to indemnify and hold the City of Lodi harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is claimed to have resulted, from any act or omission on the part of Concessionaire or Concessionaire's agents or employees in the implementation of this Agreement. The minimum limits of such insurance shall be \$500,000/\$1,000,000 Bodily Injury; \$100,000 Property Damage, or \$1,000,000 combined single limit. In addition to the Additionally Named Insured Endorsement on Concessionaire's policy of insurance, said insurance policy shall be endorsed to include the following language :

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the Risk Manager after the issuance of said policy, with satisfactory evidence that each carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this Agreement. The insurance certificate must state on its face or as an endorsement, the name of the Concessions that it is insuring. If there has been no such delivery within forty-eight (48) hours prior to the commencement of this Agreement, this Agreement shall be null and void. All requirements herein provided shall appear either in the body of the insurance policy or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Agreement shall apply and be construed as applying to any subtenant of Concessionaire, in the event any such subtenant is allowed under the provisions of paragraph 13 of this agreement.

Notwithstanding other provisions contained in this Agreement, the City Manager is granted the right to immediately terminate the Agreement upon failure on the part of the Concessionaire to keep in full force and effect during the entire term of the agreement, the insurance as set forth in this section.

3. Concessionaire shall, prior to opening for business each year of said Agreement, furnish a "Products and Price Schedule" and shall follow the products and price schedule as negotiated between the City Manager or his representative and Concessionaire.
4. Concessionaire shall provide all equipment and products to operate said concessions. (The City and Concessionaire shall furnish each other with a list of their provided equipment, which lists shall be **updated** annually).
5. Concessionaire shall pay \_\_\_% of gross receipts after taxes to the City of Lodi, which payments shall be due on the tenth (10th) calendar day of every month for sales of the previous month. If said percentage has not been paid by the due dates, there shall be a **penalty** of five percent (5%) per day for any amounts not paid, and **owing** to the City. The Concessionaire shall keep accurate records and books of accounts of all **purchases** and sales, and does hereby give to the City or its authorized agents, the right to examine and audit said books at any time City desires. The Concessionaire shall complete monthly records on forms provided by the City, and these reports shall be provided to the City by the tenth (10th) calendar day of each month while concessions are in **operation**.

6. The dates and times of operation shall be as follows:

- Armory Park, Softball Complex:

Concessionaire shall operate from February 15 to November 15 at times commencing one-half hour before City and/or Lodi Unified School District events, and to the conclusion of the last scheduled game or event.

Saturday/Sunday tournaments or other non-City or Lodi

Unified School District games or events, Concessionaire shall open one-half hour prior to the first scheduled game, and remain open until the conclusion of the last scheduled game or event.

7. Concessionaire agrees to obtain at his/her own expense, any and all permits and licenses which may be required by law or ordinance in conducting the concessions, and to pay any and all taxes which may be assessed against him for whatever purposes in the operation of said concessions.

8. Maintenance:

- Concessionaire shall keep the concession stands and the immediate surrounding areas in clean and presentable condition at all times and follow the strictest of sanitary conditions, and any State and local ordinances applicable to the business to be conducted.
- Concessionaire shall be responsible for daily removal from the premises of packaging materials (cartons, boxes, cases) in which food and beverage items are packed.

8. Maintenance (Cont'd):

- Concessionaire shall be responsible to give the City written notice of any maintenance problems.

9. The rights granted hereunder for concession sales at the identified parks, shall be exclusive to Concessionaire, save and except any special events or national or regional tournament conducted outside the normal course of operation of the above-described facilities, and of which the City Manager shall give concessionaire thirty (30) days advance notice.
10. Concessionaire is aware that a Possessory Interest Tax is or may be charged each year by the County Assessor for the use of the facilities and that payment of this tax is the responsibility of the vendor.
11. The Parks and Recreation Director reserves the right to approve or disapprove any employee or operator of said concession stand on a basis of such considerations as dress, general cleanliness, and working relationship with the public and staff, as needed to successfully vend food for day-to-day operations, tournaments or special events or activities. (The City will counsel and coordinate this action with Concessionaire manager). All concession employees will be dressed in like uniforms, white or other light color as approved by the Parks and Recreation Director, and be identified, by name, as employees of Concessionaire. All concession employees shall wear appropriate head attire to meet San Joaquin County Health Department requirements, and shall be clean at all times.

12. The City reserves the right to enter upon the premises at any reasonable time to inspect the operation and equipment thereon, or for any other purpose.

13. Concessionaire shall not have the right to sell, mortgage, assign or sublet the contract/agreement or any part thereof without the prior written consent of the City Manager or his representative. A breach of this condition shall automatically terminate any contract or agreement between City and Concessionaire.

(In the event that Concessionaire is unable to provide required concession products and/or services for major regional or national tournaments or other special events, the City shall have the right to secure said services and/or food and beverage products, and to negotiate any and all agreements or contracts to provide said services and/or food and beverage products for sale to the public, and all proceeds therefrom shall be forfeited to the City. Said original Concessionaire shall have first right of refusal to participate in said negotiations.)

14. The City reserves the right, during national tournaments or other special events, to permit the approved operation of additional concessions not in conflict with Concessionaire's normal product line of food and beverages. Rights to the sale or distribution of programs, photo packages, clothing souvenirs and advertisements of any kind or form for said tournaments or special events shall remain solely and exclusively the property of the City at all times prior to, during, and after said events.

15. Alcoholic Beverages:

- The sale of alcoholic beverages shall be limited to **beer**, selection of which shall include at least **one** premium brand, and shall be subject to approval by the City;
- The sale of alcoholic beverages shall be subject to all local, state, and federal laws, and Concessionaire shall bear full responsibility for knowledge of, and compliance with, such laws.
- Concessionaire agrees that no alcoholic beverages will be sold at any time during regional or national youth softball tournaments.

16. Staffing:

- **Armory Park:** Concessionaire shall provide a minimum staff of at least one person at all times during all scheduled events;
- **Softball Complex:** Concessionaire shall provide a minimum staff of two (2) persons at all times during all high school games and all weekday City League games, and three (3) persons during weekend games and all tournaments and special events.

16. Staffing (Cont'd)

- Changes in minimum staffing levels may be renegotiated if City and Concessionaire agree that such changes will have no adverse effect on quality or level of service, or on quality of food served.

17. The Concessionaire shall be responsible for the security of the concession stands and any storage buildings assigned to his/her exclusive use, including but not limited to the installation of locks on doors or windows, or installation of an alarm system if it is deemed necessary, and Concessionaire shall be responsible for any acts of vandalism to Concessionaire's equipment and/or inventory.

18. At the conclusion or termination of any stated agreement or contract, Concessionaire shall surrender said concession premises in a condition as good as that in which they received same, less normal wear and tear. Damage to or mistreatment of the buildings or City equipment shall be the responsibility of the Concessionaire to repair, replace, or reimburse the City for repairs or replacements.

19. The agreement/contract may be terminated by written agreement of either party hereto without cause upon sixty (60) days' written notice to the other party. Such notice shall be delivered to the City Manager's office, City Hall, 221 West Pine Street, Lodi, or to the Concessionaire at a premises which is subject to this agreement.

20. Concessionaire shall be required to provide to the City upon the signing of this agreement a Performance Bond in the amount of \$2,500.
  
21. If Concessionaire defaults in any of the terms contained herein, the Concessionaire's agreement to provide service as specified herein shall terminate upon failure of Concessionaire to correct the default within thirty (30) days of receiving written notice thereof from the City. Upon any termination thereof, Concessionaire agrees to quit and surrender possession peaceably and City shall have the right to remove Concessionaire and all others occupying through or under this agreement. Under such termination of agreement the Concessionaire's performance bond shall be forfeited to the City for payment of all outstanding debts owed by Concessionaire to the City, including monthly payment(s) and any and all reimbursements for repairs or replacement of the facilities.
  
22. In the event that either party brings an action under this Agreement for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs, whether or not such action is prosecuted to judgement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first hereinabove written.

**CONCESSION OPERATIONS**  
**ARMORY PARK AND SOFTBALL COMPLEX**

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**CITY OF LOOI, a municipal  
corporation**

**CONCESSIONAIRE,**

\_\_\_\_\_

\_\_\_\_\_  
**THOMAS A. PETERSON**  
**City Manager**

By \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
**ALICE M. REIMCHE**  
**City Clerk**

**Approved as to Form:**

\_\_\_\_\_  
**BOB McNATT**  
**City Attorney**

CITY OF LODI  
DEPARTMENT OF PARKS AND RECREATION  
REQUEST FOR PROPOSALS FOR CITY OF LODI  
CONCESSION OPERATIONS  
AT ARMORY PARK AND SOFTBALL COMPLEX

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Areas to be Serviced:

1. Armory Park, 333 N. Washington Street, Lodi, CA
2. Lodi Softball Complex, 401 N. Stockton St., Lodi, CA

Agreement Duration:

February 19, 1992 through December 31, 1995

General Provisions:

That the City of Lodi Parks and Recreation Department deems it desirable for the proper conduct and operation of food and beverage concessions' at Armory Park and the Softball Complex, that concession privileges be granted to a private individual, partnership, or corporation;

And that the award of the contract for the proper conduct and operation of said food and beverage concession be made to the highest and most responsible vendor fully and properly responding to this request for proposals;

And that the successful vendor shall be bound by and required to perform those duties, and will receive the benefits, as described by and set forth in the Agreement attached hereto.

Information and Instructions:

The contract for the proper conduct and operation of the food and beverage concessions will be awarded to the vendor who in the opinion of the City of Lodi is best qualified to perform the duties and obligations and render the services set forth in the attached agreement. The successful vendor shall be chosen on the basis of, but not limited to, the following information which each vendor must supply in his or her proposal:

1. The percentage of gross sales, after sales taxes, to be paid to the City of Lodi (minimum acceptable percentage is 20%);
2. Experience, background and ability to perform and provide a successful concession operation;
3. Financial condition and bondability;
4. Quality and variety of products and services offered;
5. References.

In order to be considered, proposals must be submitted on a proposal form provided by the City of Lodi under sealed cover and identified as "Proposal - Concession Operations", and received by the City of Lodi, City Hall, 221 West Pine Street, Lodi, CA 95240 (P.O. Box 3006, Lodi, CA 95241-1910) no later than

11:00 am. Monday, January 27, 1992

At that time, in the Public Works Conference Room, First Floor, City Hall, 221 West Pine Street, Lodi, proposals will be publicly opened.

The City of Lodi reserves the right to reject any or all proposals, to waive any informality in any proposal, to accept other than the highest proposal, or not to award on the basis of proposals received.

Information and Instructions (cont'd)

The successful vendor will have the sole and exclusive right and license, **except** for certain special events as described in the attached Agreement, to vend food, beverages, picnic supplies, and souvenirs at **or** in concession stands at Armory **Park and** the Softball Complex, for a period of three years, ten months, eleven days, beginning February 19, 1992, and ending December 31, 1995. At the City's discretion, according to the decision of the City Manager and staff, a two year extension of this agreement may be considered, based upon **performance** by Concessionaire during the initial period of this agreement.

P R O P O S A L F O R M

To: The City Council  
City of Lodi  
Lodi, California

From: \_\_\_\_\_  
(Name of Vendor)

The undersigned declares to have carefully examined the Notice Inviting Proposals, the Agreement attached hereto, and these instructions for submitting this proposal for the conduct and operation of concessions at Armory Park and the Softball Complex, and agrees to be fully informed regarding all of the conditions affecting the performance under the terms of these instructions and documents, and that the information was secured by personal investigation and research and not from any estimate of any City **employee or** agent, and that no claim will be made against the City by any reason of estimates or representations of any officer or agent of the City; and **proposes** and agrees if the proposal be accepted, to perform the duties **of** the operation of said concessions in strict compliance with **San Joaquin** County Health Department standards and requirements for concession operations, and according to the Agreement attached hereto.

Proposal Form (cont'd)

The undersigned hereby proposes to pay the City of Lodi the amount of

\_\_\_\_\_

of the **gross** sales from **concession operations** after sales taxes for the privilege of **furnishing concession services** at Armory Park and the Softball Complex from February 19, 1992 **through** December 31, 1995, in accordance with the attached **specifications** and Agreement..

The vendor hereby submitting this **proposal** shall also attach to this **proposal** a written **or** typewritten statement which shall include information as to:

- **Experience**, background, and reliability in performing and providing a successful concession operation;
- Financial condition and bondability;
- List of foods, beverages, and other items and services proposed to offer in concession **operations** at Armory Park and the Softball **Complex**;
- A list of at least three references indicating successful operation of a concession during the past five years.

in submitting this proposal as her-?:? described, vendor agrees to have carefully examined the specifications and provisions of this proposal form and understands the meaning, intent, and requirements of same;

That, if awarded the contract, vendor will enter into a written contract and furnish the services in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the vendor on this proposal;

And that this proposal is genuine, and submitted in good faith, without collusion or fraud, and that the only persons or firms interested in this proposal as principal or principals are named herein, and that this proposal is made without connection with any other person, partnership, or corporation making a proposal.

This proposal may be withdrawn by the written request of an authorized representative of the undersigned at any time prior to the deadline for submitting proposals.

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

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

Telephone: \_\_\_\_\_

Type of Business: (Individual, Partnership, Corp.)  
\_\_\_\_\_

Name of Authorized Representative: \_\_\_\_\_

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

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