2023 Seasonal Concessions
Request for Proposal
CONCESSION SPECIFICATIONS

Annually, the City, through its Parks and Recreation Department, seeks to fill seasonal concession opportunities in Boise City parks, as they come available. For 2023, the City of Boise is seeking food vendors to provide concessions for a number of parks and facilities. The selected vendor(s), based on the written proposal and interview process as the best qualified vendor for the services herein described, will be requested to enter into contract negotiations with the City of Boise.

If compensation or other terms cannot be agreed upon with the best qualified proposer, the City may terminate negotiations with that proposer and enter into negotiations with the next most qualified proposer.

The selected vendor shall agree to all of the terms and conditions as set forth in the professional agreement with the City “Exhibit B – Self-Contained Concession Licensing Agreement Sample,” and be ready to execute same at time of award.

**Concession Permit:** The successful proposer(s) shall meet all concession permit requirements and obtain a Boise City Vending License. If this requirement is not met, the City will award the contract to the next most qualified proposer. This permit is not required at the time of this application, but will be required if proposer is awarded the contract. Proposer will need to indicate if this permit will need to be obtained.

**Prime Vendor:** The vendor(s) awarded a contract shall be the operator of the concession being proposed. No subcontractor, consignment or other transfer of concession responsibilities to another party is allowed without the approval of Boise City.

**Intent:** The City’s intent in awarding the concession contract is to provide courteous, efficient service to the public with a maximum monetary return to the Boise Parks and Recreation Department.

**Contract Award:** A concession contract shall be awarded to the responsible vendor(s) submitting a proposal which provides the best service to the public, and/or greatest income potential to the City. The term of the contract shall be for an initial term of one (1) year, with an option to renew for additional years.

Applications can be accepted throughout the year, with first consideration being for applications received by **February 17, 2023.** If vacancies occur in existing locations, applications on file will be reviewed with the same
consideration, process and requirements.

Structure/Cart and Operations: Some concession areas are located within Boise Parks and Recreation Facilities (Natatorium/Hydrotube, Ivywild Pool, Willow Lane Athletic Complex), in which some electrical and water may be available for use.

Locations not in existing facilities will require a concession/vending cart be fully self-contained and removed from the park each evening, unless otherwise negotiated and agreed upon by both parties. Electricity and water are not available at these locations, requiring the vendor to be responsible for providing their own electricity and water. Power provided by a generator must meet current sound ordinances.

Products for Resale/Merchandise: The vendor shall include products for resale such as: Coffee and espresso drinks, snow cones, soda, sandwiches, candy, and other approved food and beverage products that are geared to the clientele at Boise City parks. Vendors must honor existing contractual agreements the City holds with current vendors, i.e. beverage products.

Healthy Food Policy: The vendor shall provide a menu that is compliant with the City of Boise’s Healthy Food Policy (Exhibit A). The City shall approve all proposed products in writing.

Billing: Vendors must submit payments on a monthly basis. Checks shall be made payable to the Boise Parks and Recreation Department. Payments are due on the first day of each month. Payments may be mailed or hand-delivered to the Department of Parks and Recreation Administration Office, 1104 Royal Blvd, Boise, ID 83706.

Limitations: Vendor contracts do not guarantee participation in community or department sponsored events, or activities held within the vendor's designated area. If selected to participate in a community or department sponsored event, vendor is responsible for all fees and stipulations of the named event.

Public Information: Proposals may be considered a public record after the award of the contract. Confidential information will not be accepted on this project without prior written authorization.

Indemnification and Insurance: Vendors shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, including consequential damages, or injury to persons or property and losses and expenses caused or incurred by vendor, its servants, agents,
employees, guests, and business invitees, or by failure of the equipment provided by vendor, and not caused by or arising out of the tortuous conduct of CITY or its employees. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless CITY; and if CITY becomes liable for an amount in excess of the insurance limits, herein provided, vendor covenants and agrees to indemnify and save and hold harmless CITY from and for all such losses, claims, actions, or judgments for damages or liability to persons or property. Vendor shall provide CITY with a Certificate of Insurance or other proof of insurance naming the City of Boise as an additional insured and evidencing vendor’s compliance with the requirements of this paragraph and file such proof of insurance with the City.

Additionally, vendor shall maintain, and specifically agrees that it will maintain, throughout the term of the agreement, product liability insurance. This is not required at the time of application, but will be required if proposer is awarded the contract. Application needs to indicate if insurance is current or needs to be obtained.

Additionally, the vendor shall have and maintain during the life of this contract, statutory Workers Compensation, regardless of the number of employees, or lack thereof, to be engaged in work on the project under this agreement (including self). In case any such work is sublet, the vendor shall require that subcontractor to provide Workers Compensation Insurance for himself and any/all the latter’s employees to be engaged in such work. Proof of insurance must be provided to the owner. This is not required at the time of application, but will be required if proposer is awarded the contract. Application needs to indicate if worker’s compensation is current or needs to be obtained.

**CLARIFICATION/PROTEST/CHALLENGE PROCESS**

Clarification and/or Protest of Bid Requirements, Standards, Specifications, or Process: Any Vendor who wishes to request clarifications about or protest the requirements, standards, specifications, or process outlined in this Request for Proposals may submit a written notification to the Boise Parks and Recreation Community Programs Coordinator, 1104 Royal Blvd, Boise, ID 83706, to be received no later than three (3) working days prior to proposal opening. The notification shall state the exact nature of the clarification request or protest. In the case of a protest, vendor shall describe the location of protested portion or clause in the proposal document and explaining why the provision should be struck, added, or altered, and contain suggested corrections. In the event of a protest, the project Manager may deny the protest, require that the proposal be
Clarification and/or Protest of Contractor Selection or Contract Award: Any actual or prospective proposer who is aggrieved in connection with the selection of a firm or award of the contract or proposal may submit a protest to the Purchasing Agent. The protest shall be submitted in writing within seven (7) calendar days after such aggrieved person knows or should have known the facts which give rise to the protest. The protest must set forth in specific terms the alleged reason the Vendor selection or contract award is erroneous. Any protest addressed to the Mayor or City Council will be referred to the Purchasing Agent.

THE CITY OF BOISE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, TO WAIVE ANY IRREGULARITIES IN THE PROPOSALS RECEIVED, AND TO ACCEPT THE PROPOSAL DEEMED MOST ADVANTAGEOUS TO THE BEST INTEREST OF THE CITY. THE CITY WILL ALSO CONSIDER WHETHER THE PROPOSER IS A RESPONSIBLE PROPOSER AS DESCRIBED IN BOISE CITY CODE 1-11.

CONCESSION OPPORTUNITIES

The following locations are available for mobile food vending in 2023. Starting date, ending date, and days and time of vendor operation may be negotiated and set by both Boise Parks and Recreation and chosen vendors.

ESTHER SIMPLOT PARK

Esther Simplot Park is an urban park located along the Boise River, in the heart of Boise. The 55-acre park features 23 acres of ponds suitable for fishing, wading and swimming. Park amenities include open play areas, wetlands, two reservable shelters, Friendship Island, a playground and restrooms.

Concessions may be in operation from April through October, Sunday – Saturday.

There are no utilities available at this location. The chosen vendor will need to be fully self-contained, providing its own power and water.
IVYWILD POOL
Ivywild Pool is located at 2250 S. Leadville Avenue, Boise, ID 83706. Concessions are open during public swim hours daily. The pool opens for the season after school lets out in early June and closes in late August.

The on-site concession area is approximately 495 square feet, and contains commercial refrigerators, freezers, ice machine, shelving, water heater, dish washing sink, and hand washing sink. All equipment is to be maintained by the vendor.

Tours of the facility are available upon request.

JULIA DAVIS PARK
Julia Davis Park is a 43-acre park located along the Boise River in the heart of Boise, and features shelters, a rose garden, paddleboats, tennis courts, and is home to Zoo Boise, Boise Art Museum, Idaho State Historical Museum, and Idaho Black History Museum.

Concessions may be in operation from April through October, Sunday - Saturday. However, start and end times, days and hours of operation, may be negotiated.

There are no utilities available at this location. The chosen vendor will need to be fully self-contained, providing its own power and water.
**KRISTIN ARMSTRONG MUNICIPAL PARK**

Kristin Armstrong Municipal Park is a pilot location for mobile food vending in 2023. The 28-acre park is located along the Boise River in the heart of Boise, and features 11 reservable picnic sites, a restroom and shelter, a large playground, and bocce ball courts.

The targeted season of operation is during reservation season, from mid-April through mid-October, Sunday - Saturday.

There are no utilities available at this location. The chosen vendor will need to be fully self-contained, providing its own power and water.

**NATATORIUM POOL AND HYDROTUBE**

The Natatorium and Hydrotube is located at 1811 East Warm Springs Ave., Boise, ID 83712. Concessions are open during public swim hours daily. The pool opens for the season after school lets out in early June and closes in late August.

The on-site concession area is approximately 224 square feet, and contains a refrigerator, freezer, ice machine, shelving, water heater, dish washing sink, and hand washing sink. All equipment is to be maintained by the vendor.

Tours of the facility are available upon request.

**VETERANS MEMORIAL PARK**

Veterans Memorial Park is a pilot location for mobile food vending in 2021. The park is located along the Boise River in northwest Boise, and features a shelter, playground, and numerous memorials in honor of Idaho’s veterans. Vending
The targeted season of operation is during reservation season, from mid-April through mid-October, Sunday - Saturday.

There are no utilities available at this location. The chosen vendor will need to be fully self-contained, providing its own power and water.

**VENDOR SELECTION**

We appreciate your interest in our projects, and realize that the development of proposals is a costly and time consuming effort. Please be assured your proposal will be given every consideration by Boise City.

The scope of work for this RFP shall include, but is not limited to, the furnishing of food and beverage products, supplies, equipment, services, products offered and cost to the patrons as stated in these specifications. Only complete applications will be reviewed.

Vendor selection shall be based on the following:

1. Services Provided by Vendor
2. Experience in Managing Comparable Sized Operations
3. Product and Proposed Prices
4. Equipment
5. Backup/Inventory Program
6. Financial Responsibility/Soundness
7. Seasonal Rental Fee
8. References
9. Additional Information
10. Commitment of continued use of contractual arrangements with current vendors (i.e. beverage products).
11. Interview

**NOTE:** Only the top rated proposers will be invited for the interview process. Samples which accurately reflect the food type and quality may be required at the interview.

**Completed applications should be submitted to:**

City of Boise Department of Parks and Recreation
Attn: Community Volunteer Coordinator
1104 Royal Blvd.
Boise, ID 83706
We appreciate your interest in applying to provide concessions in Boise City’s parks, and realize that submitting an application may be a costly and time consuming effort. Please be assured your application shall be given every consideration by the City of Boise. However, only complete applications shall be reviewed. So please be thorough in your responses.

Name of Business: ________________________________
Address: ______________________________________
City, State, Zip Code: ____________________________
Phone #: ______________________________________
E-mail Address: __________________________________
Signature: ______________________________________
Printed Name: __________________________________
Title: __________________________________________
Date: __________________________________________

It is the intent of the City to enter into a contract for services (see Exhibit B – Sample Self-Contained License Agreement), with an initial term of one year, with two options to renew upon mutual agreement for additional terms of one year. As required by Idaho Code, the contract will contain a "Non-Appropriation" clause, allowing the City to cancel the agreement should the City fail to receive adequate appropriations to continue the agreement.

**PROPOSAL QUESTIONAIRRE**

The following questions and specifications will help the city determine the most qualified vendor to provide services the City desires to contract for. It is the intent of the City to evaluate the responses to this RFP based on cost, the ability and
willingness to provide equipment and services, and the reliability of the vendor. Please include any additional information you feel will assist the City in fairly evaluating your company's services. The vendors selected based on the written proposal may then be interviewed in order for the City of Boise to select the best-qualified candidate. Attach additional pages if needed.

1. **What services will you as a vendor provide?**
   
   ______________________________________________________________
   
   ______________________________________________________________
   
   ______________________________________________________________

2. **Number of Staff:** ____________________________________________

3. **Season of Operation:** _________________________________________

4. **Days of the Week Open:** _______________________________________

5. **Hours:** ______________________________________________________

6. **Experience in Managing Comparably Sized Operations** (please describe your experience in this area):
   
   ______________________________________________________________
   
   ______________________________________________________________
   
   ______________________________________________________________

7. **Product and Price Schedule:** List all proposed products and prices you anticipate charging customers for the season. Include products such as coffee and espresso beverages, snacks, sandwiches, snow cones or ice cream novelties. Provide detail on products that bring your menu into compliance with the City of Boise’s Healthy Food Policy (Percentage of menu and content of calories, fat, saturated fat, Trans fat, sugar, sodium, etc.).
   
   ______________________________________________________________
   
   ______________________________________________________________
   
   ______________________________________________________________

   Menu attached (required)? ☐ Yes ☐ No
8. **Equipment**: (equipment listed above per site will be included as part of this rental agreement/if self-contained unit, please indicate type and dimensions of equipment to be used):

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

9. **Backup/Inventory Policy**: What is your company's policy regarding providing backup equipment, should the equipment in use fail?

___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

10. **Financial Responsibility/Soundness**: All proposals shall submit a financial statement, a current credit report (or authorize the City to obtain a credit report), and/or a 2019 tax return. Proposals which do not comply with this requirement may be found non-responsive and disqualified from further consideration.

11. **References**: Please include 3 References.

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12. **Additional Vendor Comments/Information**: Include any additional information that you feel can add additional value to the City, or you wish to be considered in awarding the RFP.

___________________________________________________________________________
13. Vendor agrees to use all products currently under contract with the City (i.e. beverage products). □ Yes □ No

14. Vendor License (Check one).

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<td>Vendor has license and copy is attached.</td>
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<td>Vendor agrees to obtain all required license/permit promptly at time of award announcement.</td>
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15. Insurance (Check One).

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<td>Insurance is current and copy is attached.</td>
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<td>Vendor agrees to obtain all required insurance promptly at time of award announcement.</td>
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16. Licensing Fee Proposal(s)

a. Esther Simplot Park  
   3206 Pleasanton Ave.  
   Boise, ID 83702  

   The City will accept a minimum Licensing Fee of $8.00/day Monday -Friday and $26.00/day for Saturday-Sunday.

   **Please specify amount per weekday:** $__________  
   **Please specify amount per weekend day:** $__________

b. Ivywild Pool  
   2250 Leadville Ave.  
   Boise, ID 83706
The City will accept a minimum Licensing Fee of $2,200.00 per season.

Please specify bid: $__________

c. Julia Davis Park
   700 S. Capitol Blvd.
   Boise, ID 83702

   The City will accept a Licensing Fee of $8.00/day, Monday – Friday and $26.00/day Saturday - Sunday. Please indicate your bid:

   Please specify amount per weekday: $__________
   Please specify amount per weekend day: $__________

d. Kristin Armstrong Municipal Park
   500 S. Walnut St.
   Boise, ID 83712

   The City will accept a minimum Licensing Fee of $8.00/day, Monday – Friday and $26.00/day Saturday - Sunday. Please indicate your bid:

   Please specify amount per weekday: $__________
   Please specify amount per weekend day: $__________

e. Natatorium/Hydrotube
   1811 Warm Springs Ave.
   Boise, ID 83712

   The City will accept a minimum Licensing Fee of $2,200.00 per season.

   Please specify bid: $__________

f. Veterans Memorial Park
   930 Veterans Memorial Parkway
   Boise, ID 83703

   The City will accept a minimum Licensing Fee of $8.00/day, Monday – Friday and $26.00/day Saturday - Sunday. Please indicate your bid:

   Please specify amount per weekday: $__________
   Please specify amount per weekend day: $__________