



**City of Centerville**

**Request for Proposals**

## **Stubbs Park Concession Stand**

Bid submission and all questions: [dsimon@centervilleohio.gov](mailto:dsimon@centervilleohio.gov)

Proposals due: January 31, 2023 at 4:30 p.m. EST

Contact: Drew Simon, Community Resources Coordinator – 937-428-4716 –  
[dsimon@centervilleohio.gov](mailto:dsimon@centervilleohio.gov)

**REQUEST FOR PROPOSALS**  
**City of Centerville**

**Stubbs Park Concession Stand**

**GENERAL**

The City of Centerville operates under and is governed by its Charter which provides for a Council-Manager form of government. The City is approximately 11 square miles of residential and commercial development with 112 miles of roadways, storm sewers, traffic signals, and local parks.

The City of Centerville is soliciting Requests for Proposals (RFP) for the furnishing of all staffing, equipment and supplies necessary to provide food and drink (alcohol sold by separate organizations) to patrons attending City-sponsored events at the Leonard E. Stubbs Memorial Park (“Stubbs Park”) Electricity and water are provided by the City and are available on site.

**OVERALL OBJECTIVES:**

The purpose of offering a concession program within Stubbs Park, 100 W. Spring Valley Road, is to provide convenience and enhance the City of Centerville’s free public events for attendees. The concession program will run from May 21, 2023 to October 1, 2023 and will consist of the following event calendar:

May 21, 2023: Centerville Merchant Market, 11:00 a.m. to 5:30 p.m.

June 4, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

June 9, 2023: Party in the Park, 5:00 p.m. to 9:30 p.m.

June 11, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

June 18, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

June 25, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

July 2, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

July 3, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

July 9, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

July 14, 2023: Party in the Park, 5:00 p.m. to 9:30 p.m.

July 16, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

July 23, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

July 28 (July 29 rain date), 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

July 30, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

August 6, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

August 11, 2023: Party in the Park, 5:00 p.m. to 9:30 p.m.

August 13, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

August 20, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

August 26, 2023: Shakespeare in the Park, Time TBD

August 27, 2023: Summer Concert Series, 5:30 p.m. to 9:30 p.m.

September 23, 2023: Football Fan Fest, Time TBD

September 30, 2023: Fall Fest, Time TBD

October 1, 2023: Fall Fest, Time TBD

\*Event dates and times are tentative, subject to change

**GENERAL SPECIFICATIONS:**

1. Vendor shall operate the concession stand in Stubbs Park for the City of Centerville's 2023 event series, starting with the first event on May 21, 2023 and ending with Fall Fest on October 1, 2023. Vendor may occupy the concession stand one week prior to the first event, through one week after Fall Fest for the purposes of set up and clean up.
2. The contract will automatically renew annually on December 31 for an additional one (1) year term through 2025 if the agreement is not terminated by either party within 30 days of December 31.
3. Vendor shall be responsible for the maintenance and cleanliness of the concession area in accordance with all Federal, State and local laws and regulations governing the sale and service of food to the general public. Vendor shall receive and post, as necessary, appropriate approval from the Montgomery County Combined Health District and will provide proof of such approval to the City.
4. Vendor shall be responsible for obtaining a Mobile Food Vendor permit from the City of Centerville for each year of the contract.
5. Vendor shall be responsible for operating, hiring, staffing, paying, ordering and receiving food supplies.
6. All concession proceeds shall be retained by the Vendor.

7. Vendor shall offer a variety of food and drink options at different price points. Some patrons choose to eat dinner while others want to purchase snacks or drinks.
8. Vendor shall operate the concession stand a minimum of 90 minutes before each concert begins and may close after intermission.
9. Vendor shall protect, indemnify and save the City, its officers, employees, volunteers and agents harmless from and against any and all liabilities, damages, losses, claims, actions, costs and expense of any nature resulting from injuries or damages to persons or property on or about the premises arising from the sale of food or operation of the food concession service in any manner connected with the use, condition or occupancy of the concessions area by the Vendor or any act or omission of the Vendor, its agents or employees.
10. Unless waived or modified by the Municipal Attorney, the Vendor shall furnish evidence to the City of a comprehensive general liability insurance policy in an amount of at least One Million Dollars (\$1,000,000.00) and shall name the City and its duly elected and appointed officers, employees and members as additional insured on the above policy. A copy of the Certificate of Insurance shall be provided to the City before the first event.
11. Vendor shall police the grounds around the concession area and amphitheater and remove any concession litter. Vendor shall keep the concession stand clean and in proper repair and order.
12. The City agrees that the Vendor is to be the sole user of the concession stand, unless notified by the City at least 72 hours in advance. The City may authorize food trucks or other vendors at concerts or events. The City, Sponsors, and/or not-for-profit vendors approved by the City, are permitted to sell or give away food items.
13. Vendor may not sell alcohol without City permission. The City shall be allowed to authorize the sale of alcohol by other groups.
14. Food Disposal is not permitted down the sink drain. Vendor shall notify the City if any equipment is inoperable and needs replacement. The City shall be the sole party to determine if a piece of equipment needs repair or replacement.
15. Vendor shall provide the City's Arts Commission Stage Manager with a 10-pound bag of ice prior to each concert at City's expense.
16. The City may request meals from the Vendor in advance of a concert performance for the artist at City's expense. If requested, meals will be ready when concession stand opens.

17. Vendor is responsible for any damage incurred or caused by Vendor to the concession building and/ or any equipment in the concession building (refrigerator, freezer, popcorn machine, etc.). Vendor is responsible to coordinate all concession activities with the City Manager's office. Vendor shall provide its own commercial-grade freezer.

18. A walk through with City staff will occur at the start and end of the season where keys will be released and returned and the concession stand and its contents will be inspected. The concession stand shall be returned to the City at the end of the season in the same condition as at the beginning of the season, less normal wear and tear.

19. The existence, validity and construction of the Agreement shall be governed by the laws of the State of Ohio, without giving effect to conflict of law provisions. The exclusive jurisdiction of disputes between the parties shall be vested in the federal and state courts of Montgomery County, Ohio. Each party agrees that such courts shall have personal jurisdiction over it and waives, fully and completely, any right to dismiss the action for forum non conveniens, and/or transfer the venue of the action. Any provision requiring arbitration or mediation will be void. The parties will not be required to arbitrate or mediate any claim, action, or other dispute.

20. If any term of the Agreement is found to be unenforceable in any jurisdiction, then such term shall be enforced to the maximum extent permitted by law, rather than voided, and the remaining terms of this Agreement shall remain in full force and effect.

21. All notices, requests and demands, other than routine communications under the Agreement, shall be in writing and shall be deemed to have been duly given: (a) when delivered, if hand delivered; (b) the date designated as the delivery date, if delivered by nationally recognized overnight courier; (c) five (5) business days after the day of mailing, when mailed by United States certified or registered mail, postage prepaid. All notices, requests and demands will be addressed to the addresses set forth on the signature page of this Addendum. Either party may from time to time change its address for notice by giving the other party prior written notice of its new address for notice and the date upon which the change will become effective.

22. All sales are subject to combined county and state sales tax. It is expressly understood and agreed that Vendor shall be responsible for any taxes due as a result of the operation of the concession stand. Neither Vendor, nor any of its employees, workers or personnel shall be considered an employee of the City. In the event Vendor receives a notice of levy or similar order by Federal, State, or Local tax authorities making a claim upon or demanding all or a portion of Vendor's payment to a vendor or governmental agency, the City will comply with such order and Vendor waives any and all claims against City related to such compliance.

23. This Agreement represents the entire agreement between the parties and there are no separate agreements, oral or in writing, understandings or representations, which are not incorporated herein.

24. INFECTIOUS DISEASES/HEALTH DEPARTMENT ORDERS: The Vendor acknowledges the possibility of existence of infectious diseases such as the novel coronavirus, may be extremely contagious, and could be spread by person-to-person contact. Federal and state health agencies recommend preventative measures, such as hand-washing, face-masks, and social distancing, however due to the nature of our facilities; Vendor understands these measures may be less effective due to close individual proximity. Vendor agrees to adhere to the current (at the time of the event) guidance or best practices of the Ohio Department of Health (ODH) and/or Governor in respect to and diseases and follow any guidelines and/or rules established by the state, county, or the city. Understanding these risks, Vendor willingly choose to participate in activities on City of Centerville property and further understand that the City of Centerville does not warrant that infections will not occur through participation in this event or use of its Facilities. Vendor further agree to indemnify, defend, and hold harmless the City, its officials, employees and volunteers, from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against the City, its officials, employees and volunteers due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to vendors use of the Facilities, tools, equipment, or materials, whether caused by the negligence of the City or otherwise specifically related to any infectious diseases.

#### **SUBMITTAL AND CONTACT INFORMATION**

One proposal should be submitted by each prospective vendor in a PDF format to [dsimon@centervilleohio.gov](mailto:dsimon@centervilleohio.gov) by 4:30 P.M. EDT on Tuesday, January 31, 2023. Proposals should be a straightforward and concise description of providers capabilities to satisfy the requirements of the request. A tour of the concession stand will be held on Tuesday, January 24, 2023 from 3:00 p.m. to 3:30 p.m. at Stubbs Park. If prospective vendors are unable to attend the scheduled tour and wish to receive a tour, contact Drew Simon at [dsimon@centervilleohio.gov](mailto:dsimon@centervilleohio.gov). Questions associated with this RFP shall be submitted by 4:30 p.m. on Thursday, January 26, 2023. Questions shall be submitted via email to [dsimon@centervilleohio.gov](mailto:dsimon@centervilleohio.gov).

The proposal shall include the following information:

- Overview of the vendor including legal name of organization, address of principal place of business, contact emails and phone numbers, description of experience and expertise as it relates to this proposal's objectives.
- Menu of food and drink options at different prices points

Planned schedule for this RFP is as follows:

1. Advertise RFP – Thursday, January 12, 2023
2. Question submittal deadline – 4:30 p.m. on Thursday, January 26, 2023
3. RFP submission deadline – 4:30 p.m. on Tuesday, January 31, 2023
4. Firm selected – Tuesday, February 7, 2023
5. Council approve contract – Monday, February 20, 2023

A copy of the City of Centerville’s sample service contract is included with this RFP for reference. Please confirm in the proposal if you have any significant exceptions to the agreement language.

Centerville will review all valid RFPs received and evaluate based on the following criteria:

- Experience and expertise – 35%
- Menu offerings – 35%
- Pricing of offerings – 30%

After review of the proposals, the city may select firms to interview. The City will select a firm and if satisfactory terms can be agreed to enter a contract with the selected firm.

Responses to questions that materially change the intent of this RFP will be issued via addendum posted on [centervilleohio.gov](http://centervilleohio.gov).

Maps of the concession stand can be found in Exhibits A in the Attachments to this RFP on [centervilleohio.gov](http://centervilleohio.gov).