

May 25, 2015



Spokane Public Schools
excellence for everyone

**Request for Proposals
No. 17-1415
Food and Beverage Concession Services
At Joe Albi Stadium**

Submittal Deadline: June 22, 2015, 4:00 P.M. P.D.T.

**Spokane Public Schools
Purchasing Services
2815 E Garland Avenue
Spokane WA 99207
(509) 354-7174**

Table of Contents

Advertisement	Page 3
Purpose	Page 4
Period of Performance	Page 4
Schedule	Page 5
Standard Terms and Conditions	Page 6
Scope of Services	Page 9
Preparation and Submittal of Proposals	Page 12
Evaluation and Contract Award	Page 17
Additional Contract Terms	Page 19
Proposal Certification	Page 23
EEO / Debarment Certification	Page 24

EXHIBITS

Exhibit A – Layout of Albi Concession Area

Exhibit B – Listing of Potential Usable Existing Equipment at Albi

Exhibit C – 2014 Albi GSL and WSU Spring Football Game Attendance Figures

Purchasing Department
2815 East Garland Avenue
Spokane, WA 99207-5889

phone (509) 354-7174
fax (509) 354-7183
www.spokaneschools.org



May 25, 2015

LEGAL NOTICE
SPOKANE PUBLIC SCHOOLS
Notice to Concessionaire's
REQUEST FOR PROPOSAL NO. 17-1415

Spokane Public Schools is requesting sealed proposals from qualified Concessionaire's interested in providing Food and Beverage Concession Services at Joe Albi Stadium. Joe Albi Stadium is a classic outdoor athletic stadium that hosts Greater Spokane League High School Football and Soccer games and special events. The Stadium has a centralized concession area which is located at the stadium's main south entrance.

Interested firms shall contact the District's Purchasing Services office to obtain a Request for Proposal (RFP) packet or the Request for Proposal Packet is also available on the district website at www.spokaneschools.org/solicitations.

The RFP packet describes the selection process and documentation required for submitting proposals for the concession services. Any firm failing to submit their proposal in accordance with the procedures and format set forth in the RFP instructions may be considered non-responsive.

An evaluation by a District evaluation committee may follow, and qualified firms may be requested to interview. Interviews will be conducted in accordance with a schedule to be determined by the District.

To assist in answering questions, interested firms are encouraged to attend the Pre-Submittal Conference and tour of the facility at which time the specific services, the selection process, the schedule, and the elements of the contract may be discussed.

PRE-SUBMITTAL CONFERENCE

Date: Thursday, June 11, 2015
Time: 1:00 PM PDT
Where: Joe Albi Stadium – South Entrance
4918 W. Everett
Spokane, WA 99205

Questions and submittal information shall be directed to: Barb Carson, 509-354-7186, email: barbca@spokaneschools.org. The District requests that interested firms limit attempts to contact the District and hold their questions for the Pre-Submittal Conference, or submit their questions in writing to Barb Carson at the email address noted above.

Final Submittals shall be delivered no later than MONDAY, JUNE 22, 2015 at 4:00:00 p.m. PDT to the Purchasing Services Department, 2815 East Garland Avenue, Spokane, WA 99207.

Spokane Public Schools encourages participation of Minority Owned and Women Owned Business Enterprises.

BY ORDER OF THE BOARD OF DIRECTORS
SPOKANE SCHOOL DISTRICT NO. 81

Dr. Shelley Redinger, Secretary

To be advertised in the Spokesman Review – Monday, May 25th and Monday June 1, 2015

INTRODUCTION

1. PURPOSE

Spokane Public Schools (“SPS”) is requesting sealed proposals from qualified Concessionaire’s interested in providing Food and Beverage Concession Services at Joe Albi Stadium and who are interested and willing to provide fund-raising opportunities to SPS’ High School Booster Clubs within the designated concessions working as volunteers under the Concessionaire. Given that Albi events primarily host a diverse population of students and parents, it is the intent to keep costs moderately low and affordable.

Joe Albi Stadium is a classic outdoor athletic stadium that hosts Greater Spokane League High School Football and Soccer games and special events. The Stadium has a centralized concession area which is located at the stadium’s main south entrance.

Joe Albi Stadium hosts approximately thirty-four (34) high school football games from September through October, the Pacific Northwest Marching Band Competition in October, and WSU tentatively schedules their spring football scrimmage at Albi annually in April. However, SPS makes no guarantee on the number of annual events scheduled at Albi Stadium that will necessitate concession sales.

SPS looks to provide an enjoyable experience for all visitors to the Stadium. With that, SPS is seeking an updated contemporary concession program which includes food and beverage concepts and offerings that offer quality products, value and time efficiency for the customer. Proposers should develop their concession mix and concepts accordingly.

SPS is strongly encouraging Proposers to incorporate established local, regional and national concepts in their Proposals as well as any potential sponsorship opportunities (for example, carbonated beverages)

2. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP will be for an initial twenty-nine (29) month period beginning August 1, 2015 and continuing through December 31, 2017.

Contract renewals or extensions, if any, shall be at the sole discretion of SPS, and may be extended for two (2) additional one-year contract periods, subject to mutual agreement of the parties.

3. SCHEDULE

Date	Selection Process
May 25, 2015	Advertisement for Request Proposals Published. (First Notice)
June 1, 2015	Advertisement for Request Proposals Published. (Second Notice)
June 11, 2015	Pre-Submittal Conference at 1:00 PM Albi Stadium- South Entrance – 4918 W. Everett, Spokane, WA 99205
June 15, 2015	Last day for Questions from Proposers by 4:00 PM
June 22, 2015	Request for Proposals due by 4:00 PM
June 23 rd through June 26 th , 2015	Screen Submittals
June 30, 2015	*Notify short-listed firms – (Tentative) if Interviews are deemed necessary
July 6 th and 7 th , 2015	*Interviews – (Tentative) If deemed necessary by SPS
July 15, 2015	Board Approval/Contract Award

STANDARD TERMS AND CONDITIONS

1. **RFP COMPLETION:** All interested providers are invited to submit a proposal in accordance with the requirements provided in the Request for Proposal (RFP). Interested providers shall contact the **Spokane Public Schools Purchasing Services Office** to obtain a Request for Proposal packet or the Request for Proposal Packet is also available on the district website at www.spokaneschools.org/solicitations. This RFP packet describes the selection process and documentation required for submitting proposals for the services. Any firm failing to submit their proposals in accordance with the procedures and format set forth in the RFP instructions may be considered non-responsive.

An evaluation by a Spokane Public Schools committee will follow, and qualified firms may be requested to interview. Interviews may be conducted in accordance with a schedule to be determined by the District.

2. **RFP DUE DATE:** It is the responsibility of the provider to be sure the proposals are sent sufficiently ahead of time and are received by the Purchasing Services Office no later than 4:00 PM PDT on Monday, June 22, 2015. RFP's received at a location other than the Purchasing Services Office will not be accepted. Emailed or fax proposals will not be allowed.

All information shall be submitted on or before the date and time indicated herein to:

Spokane Public Schools Purchasing Services

Attention: Barb Carson, Buyer
2815 East Garland Avenue
Spokane WA 99207

3. **RFP PREPARATION:** The District shall not be liable for any costs incurred by a proposer associated with the preparation of a proposal submitted in response to this RFP. Those submitting RFPs do so entirely at their own expense. There is no expressed or implied obligation by SPS to reimburse any firm or individual for any costs incurred in preparing or submitting proposals. Proposals submitted in response to this RFP shall become the property of Spokane Public Schools.
4. **PRE-SUBMITTAL CONFERENCE:** There will be a Pre-Submittal Conference and tour of the facility at which time the specific services, the selection process, the schedule, and the elements of the contract may be discussed. The Conference will be held at Joe Albi Stadium – South Entrance, located at 4918 W. Everett, Spokane, WA 99205 on Thursday, June 11, 2015 at 1:00 P.M. PDT. All prospective providers are strongly encouraged to attend. However, attendance is not mandatory. Written question may be submitted in advance to Barb Carson @ barbca@spokaneschools.org. SPS shall be bound only to written answers to questions. Any oral responses given at the Pre-Submittal Conference shall be considered informal and unofficial.

5. **RFP CHANGES OR WITHDRAWAL:** All changes and erasures must be made before RFP opening time and initialed. Proposers may not withdraw their RFP after the RFP opening time or prior to the award of contract. No alteration in any of the terms, conditions, delivery, quality, quantities or specifications of this solicitation will be considered without prior written consent of SPS.
6. **ADDENDA TO RFP:** All official clarifications or interpretations of the RFP documents will be by written addenda. Clarification given in any other form will be informal and unofficial.
7. **ACCEPTANCE/REJECTION:** SPS reserves the right to accept or reject RFPs, to waive informalities, and to contract in the best interest of SPS. This RFP does not obligate SPS to contract for services specified herein.
8. **ACCOMMODATIONS FOR THE DISABLED:** Individuals with disabilities who may need an accommodation to participate in the Pre-Proposal Conference or the public RFP opening should contact Barb Carson, Purchasing Services, Spokane Public Schools, by email (barbca@spokaneschools.org), by phone (509-354-7186), or by fax (509-354-7183) no later than three (3) days before the scheduled meeting to request an accommodation.
9. **MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** SPS encourages the participation of Minority Owned and Women Owned Business Enterprises in this Request for Proposal. While SPS does not give preferential treatment, it does seek equitable representation from the minority and women owned businesses.
10. **CITY OF SPOKANE BUSINESS LICENSE:** No person may engage in business in the City of Spokane without first having obtained a valid business license. The Concessionaire shall be responsible for contacting the City's Taxes and Licenses Division at 509-625-6070 to obtain a business license or an exemption status determination.
11. **LEASEHOLD EXCISE TAX:** Concessionaire is responsible for any leasehold excise tax due under this agreement.
12. **RECORD CHECKS/PROHIBITED EMPLOYMENT** Any applicant or employee of awarded proposer or its subcontractors who will have regularly scheduled unsupervised access to children pursuant to an awarded contract with SPS, shall be required to complete a record check through the Washington State Patrol Criminal Identification System, under RCW 43.43.830-.834, RCW 10.97.30 and .50, and through the Federal Bureau of Investigation before hiring and prior to unsupervised access to children. The record check shall include a fingerprint check using a complete Washington state criminal identification fingerprint card. Record checks required above shall be at the sole cost and expense of the awarded proposer or its subcontractors.

The awarded proposer and its subcontractors shall prohibit any employee of proposer or subcontractors from working at the Facility who has contact with children at the Facility during the course of his or her employment, if such individual has pled guilty to or been convicted of any felony crime specified under RCW 28A.400.322. Proposer and its subcontractors shall engage in due diligence to learn whether any of their employees have pled guilty or been convicted of any such crime and shall require their employees to self report to Proposer or its subcontractors any such plea or conviction. Any failure to comply with this section shall be grounds for non-award or immediate termination of any awarded contract.

- 13. TOBACCO/DRUG/WEAPON PROHIBITION:** All SPS owned and operated property including Albi Stadium are tobacco free, drug free, and weapon free environments. Proposer personnel shall conform to this policy at all times while on SPS premises.
- 14. CONFLICT OF INTEREST:** SPS officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of an SPS contract entered into, or anticipated in the future, from any person, firm, or corporation. SPS employees, within the course of their employment, are prohibited from accepting any gratuity (including food or beverage) from a supplier of goods or services to SPS.
- 15. MANDATORY DISPUTE RESOLUTION PROCEDURE:** In the event that a dispute shall arise regarding the terms, conditions, or breach of this Solicitation, the parties shall, as a condition precedent to taking any action and as a condition precedent to seeking arbitration, mediate the dispute using the services of a mutually agreed upon independent mediator. Each party shall split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.
- 16. PERSONAL LIABILITY:** It is agreed by the proposer hereto that in no event shall any official, officer, employee or agent of SPS when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this solicitation.
- 17. CONTRACT FORMATION:** A submission in response to this solicitation is an offer to contract with SPS. Proposals become a contract only when legally awarded and accepted in writing by SPS.
- 18. ACCEPTANCE PERIOD:** Proposals shall remain in effect for one hundred eighty (180) days for acceptance by SPS from the due date for receipt of proposals.
- 19. QUESTIONS:** Questions regarding this RFPs should be directed to Barb Carson, Purchasing Services, (509)354-7186 or barbca@spokaneschools.org. Last day for questions regarding this RFP is Monday, June 15, 2015 at 4:00 PM.

SCOPE OF SERVICES

A. General Intent

1. It is the intent of this Request for Proposal (RFP) to secure a “Master Concessionaire” who submits the best offer to provide and operate concession services, catering and/or third party subcontracted products/services at Joe Albi Stadium during all scheduled events large enough for concession operations to be feasible.
2. It is the in intent of SPS to offer patrons of the facility concession services including, but not limited to food and beverage, keeping costs affordable for patrons of the facility.
3. It is the intent to offer fund-raising opportunities to SPS High School Booster Clubs within the designated concessions at Joe Albi Stadium working as volunteers under the supervision of the Concessionaire.

Pictures/layout of the concession area at Joe Albi Stadium (**Exhibit A**) and a listing of potential usable existing equipment (**Exhibit B**) are attached. Viewing of the existing equipment will be available to Concessionaires at the walk through scheduled for Thursday, June 11, 2015 at 1:00 PM. Most concession equipment or building modifications deemed necessary by the Concessionaire are at the sole expense of the Concessionaire unless provided through sponsorship agreements. Major building maintenance deemed necessary at the sole discretion of SPS (i.e. exterior/infrastructure) will be the responsibility of SPS. Concessionaire will be responsible for all small wares and concession-specific equipment.

B. Service Requirements:

1. Concessionaire must be licensed to do business in the state of Washington and will comply with all state and local regulations.
2. Concessionaire will secure all necessary permits for the operation of the concession services as required by City ordinance and State law.
3. Concessionaire will be required to provide a minimum level of concessionaire services as deemed necessary by SPS staff at all scheduled events, opening a minimum of one half hour prior to events.
4. Secure prior approval of SPS staff of menu items, pricing and all items sold.
5. SPS may require the concessionaire to only serve a select brand of soft drink and/or other products that may be part of an exclusive product rights/sponsorship agreement.

6. Concessionaire will provide all food, beverage, and related disposable supply inventory.
7. Concessionaire will provide all janitorial services, cleaning and sanitation of all concession stand areas and areas within close proximity to each concession area.
8. Concessionaire will pay SPS a flat fee and/or a percentage of the gross receipts, less sales tax, from all sources derived from the operation of the concessions, catering, and third party subcontracted vendors or payable at the end of each calendar month. All revenues shall be reported by the Concessionaire to SPS as part of its gross sales.
9. Concessionaire will keep accurate account books showing all income received by the concession. SPS may audit the books during normal business hours during the period of the awarded contract. A monthly report is required to be sent to SPS.
10. Concessionaire will not subcontract out any rights under this agreement without the written consent of SPS, which consent will not be unreasonably withheld.
11. Food, beverage or any other items provided under an awarded concession contract may not be sold in glass containers.
12. Concessionaire shall provide and pay for any and all necessary equipment, fixtures and repairs as needed; building/equipment inspections as required; electrical service modifications, or site modifications needed to place services in operation. All modifications to facilities must be approved by SPS and meet City of Spokane building codes and may be considered "Public Work" subject to prevailing wage requirements
13. Concessionaire will open a minimum of one-half hour prior to all events.
14. Concessionaire will close following the final game/event scheduled for the day, or at 10 p.m.
15. All sales transactions will be processed through cash registers provided by the concessionaire that have the ability to track sales by item.
16. All on-site furnishings not contained in the designated concession area will be stored off site when not in use.
17. Limited seasonal concession storage space is available for use at the facility.
18. Training of SPS coordinated volunteer labor.
19. Concessionaire will provide for a minimum of one supervisor to oversee SPS coordinated volunteer labor at all Albi Stadium scheduled events.

20. Concessionaire must have the means to obtain a liquor license in the event alcohol is approved for an event.

C. Event Schedule

Annually, SPS will provide an event calendar for Albi Stadium as soon as one has been confirmed. Schedule may be subject to change after original publication with timely communication to the Concessionaire. Attached as **Exhibit C**, is the 2014 GSL Football Schedule and attendance numbers for those games as well as the attendance numbers for the 2014 Spring WSU Football game for informational purposes only.

PREPARATION AND SUBMITTAL OF PROPOSALS

I. PREPARATION OF THE RFP.

- A. EXAMINATION OF THE SPECIFICATIONS:** Proposers shall thoroughly examine and be familiar with the specifications. Failure of any respondent to examine response form, instruments, Albi facilities, addenda, or documents, as well as failure to be acquainted with existing conditions, shall in no way relieve them from the obligations of this solicitation or the contract. Submissions shall be taken as prima facie evidence of compliance with this section.
- B. INTERPRETATION OF SPECIFICATIONS:** If a proposer finds discrepancies in, omissions from these specifications, or question their meaning, proposer is requested to immediately notify Barb Carson, (509) 354-7186, Purchasing Services Office. If necessary, SPS will issue a written interpretation of the solicitation as an addendum to all proposers. It is the responsibility of each proposer to be aware of all addenda issued. SPS will not be responsible for any oral interpretation of the intent or meaning of the specification or other pre-solicitation documents. Questions received after the date and time noted in Section II, paragraph 19 cannot be answered. All addenda issued will become part of the basic RFP and any contract that may result there from. Any submittal which fails to include the requirements of all addenda may be rejected on the grounds that it fails to meet the specifications.
- C. PROPRIETARY INFORMATION / PUBLIC DISCLOSURE:** Under the Washington State Public Records Act, Chapter 42.56 RCW ("Public Records Act"), public records include, but are not limited to, bid or proposal submittals, agreement documents, contract work product, or other bid or proposal material. The Public Records Act requires that SPS promptly disclose public records upon request unless the Public Records Act or another Washington State statute specifically exempts records from disclosure. Exemptions are narrow and explicit and are listed in Washington State Law (reference RCW 42.56 and RCW 19.108). Proposers must be familiar with the Public Records Act and the limits of record disclosure exemptions. If any of the records you are submitting to SPS as part of your proposal are exempt from disclosure pursuant to a specific exemption, clearly and specifically identify each record and the specific exemption(s) that may apply. (If you are awarded an SPS contract, the same exemption designation will carry forward to the contract records.) Do not identify an entire page as exempt unless each sentence is within the exemption scope; instead, identify paragraphs or sentences that meet the specific exemption criteria. Only the specific records or portions of records properly identified by you as exempt will be considered for exemption. All other records will be considered fully disclosable upon request. The SPS will not assert an exemption from disclosure on your behalf. SPS will not withhold materials from disclosure simply because you take the position that they are exempt, but instead reserves the

right to make its own determination. If SPS receives a public disclosure request for any records you have specifically listed as exempt, SPS may notify you of the request and, while not legally obligated to do so, may temporarily postpone disclosure in order to allow you to file a court injunction to prevent SPS from releasing the records (reference RCW 42.56.540). If you fail to obtain a court order, SPS will release the documents. By submitting a proposal, the proposer acknowledges the obligations herein and acknowledges that SPS has no obligation or liability to the proposer if records are disclosed.

II. SUBMISSION OF PROPOSALS.

- A. **MOST FAVORABLE TERMS:** SPS reserves the right to make an award without further discussion of the Proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Proposer can propose. There will be no best and final offer procedure. SPS reserves the right to contact a Proposer for clarification of its proposal.
- B. **PREPARATION OF ENVELOPES:** Place each copy of the proposal in a separate sealed envelope. On the front of each envelope, clearly note if it contains the original or a copy and place the following information:

“SEALED PROPOSAL NO. 17-1415”
FOOD AND BEVERAGE CONCESSION SERVICES AT JOE ALBI STADIUM
DUE DATE AND TIME
YOUR COMPANY NAME

- C. **SUBMISSION OF PROPOSALS:** Submit five (5) copies of the proposal, as follows:

Original and four (4) copies to:
Spokane Public Schools
Purchasing Services
Spokane Public Schools
2815 E. Garland
Spokane, WA 99207

NOTE: Proposals will not be accepted by fax or email

- D. **DUE DATE:** It is the responsibility of the Proposer to be sure the proposals are sent sufficiently ahead of time to be received no later than 4:00 PM, PDT on Monday, June 22, 2015.

Proposers mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals. SPS reserves the right to not consider proposal received late.

Proposals will be publicly acknowledged on the due date and time listed above in the Purchasing Services Office of SPS.

III. PROPOSAL CONTENTS

A. FORMAT: Proposals shall be submitted on eight and one-half by eleven inch (8 ½ x 11) with tabs separating the major sections of the proposal. The major sections of the proposal are to be submitted in the order noted below:

1. Letter of Introduction
2. Submittal documents
3. Qualifications
4. Operation Plans, including staffing of events, tournaments and league play.
5. Proposed Menu options including pricing.
6. Day-to-Day custodial and maintenance plan.
7. List of proposed Concessionaire-supplied equipment.
8. Propose a monthly fee to be paid to SPS by the end of each month, or the commission rate payable to SPS and the commission rate payable to the SPS volunteer labor groups.
Potential existing or new sponsorship opportunities.
9. **Example of reports available for itemized sales/volumes by event.**
10. Proposed plan for training of SPS coordinated volunteer labor groups.
11. Proposed plan for capital equipment upgrades to the facility.

Proposal shall provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Proposer in preparing a thorough response.

B. SUBMITTAL CRITERIA: Proposals shall address the following under the major sections of the proposal:

1. LETTER OF INTRODUCTION

The letter of introduction should not be more than two pages. It is to provide a summary highlighting the firm's qualifications and special expertise to provide the services requested in this RFP and may contain any information not shown elsewhere.

2. SUBMITTAL DOCUMENTS

- 2.1** Evidence of the required Insurance as detailed in Section V, Paragraph 3 of this RFP.
- 2.2** Copy of your current business license
- 2.3** RFP Signature Page
- 2.4** Equal Opportunity/Debarment Certifications.
- 2.5** Completed W-9 Form

3. QUALIFICATIONS

- 3.1** Listing of *professional* experience relative to high-volume/fast food service operations of proposing Concessionaire and of the proposed personnel assigned to oversee concession operations.
- 3.2** The Concessionaire's ability to provide the required equipment and services.
- 3.3** Examples of work with similar venues.
- 3.4** A list of references, including names, addresses, phone numbers and email addresses of clients in comparable or larger projects and annual contract value.
- 3.5** Proof of financial soundness of the proposing Concessionaire (audited financial statements).

4. OPERATIONS PLAN – The operations plan should include, but not be limited to:

- 4.1** Description of the proposed contract team, and the role to be played by each member of the proposed team.
- 4.2** Proposed team organizational structure, interrelationships and interactions.
- 4.3** Detailed plan of approach (including major tasks and sub-tasks)
- 4.4** Proposed service quality program, customer complaint policy and management philosophy.
- 4.5** Personnel policies, including policies on dress, conduct and appearance.
- 4.6** Proposed direct or indirect (i.e. off-site, phone or on-line) sales operations (if any) and types of products or services to be sold.
- 4.7** Proposed cash receipting system and acceptable payment methods, credit card acceptance required.
- 4.8** Plan of approach for the training of and supervision/oversight of SPS provided volunteer labor.

5. PROPOSED MENUS TO INCLUDE PRICING

Submit proposed menus to include pricing. SPS encourages the addition of healthy choice items on all menus. Menu and pricing of all items sold are subject to approval by SPS. SPS may require the Concessionaire to only serve a select brand of soft drink and/or other products that may be a part of an exclusive product rights agreement.

6. DAY TO DAY MAINTENANCE PLAN

Submit proposed day to day maintenance plan. The Concessionaire will provide cleaning and sanitation of all concession stand areas and seating areas in close proximity to the concession area.

7. LIST OF PROPOSED CONCESSIONAIRE-SUPPLIED EQUIPMENT

Submit a listing of proposed Concessionaire-supplied equipment.

8. PROPOSED MONTHLY FEE / PERCENTAGE

The Concessionaire will pay SPS a flat fee and/or a percentage of the gross receipts, less sales tax, from all sources derived from the operation of the concession facility at Albi, payable at the end of each calendar month.

The Concessionaire will keep accurate accounting and record books showing all income received by this concession. SPS may audit the books during normal business hours during the period of the contract. A monthly report is required and will be sent to SPS. The report will be submitted according to a format approved by SPS.

Submit proposed monthly fee to be paid to SPS by the end of each month, and/or the commission rate payable to SPS and the commission rate payable to the SPS for concessions, catering and third party vendors, and the commission rate payable to volunteer labor groups, with the full understanding that Washington State leasehold excise tax may also be required.

9. PROPOSED PLAN FOR TRAINING OF SPS VOLUNTEER LABOR

Provide a proposed plan for initial, refresher and/or periodic training of SPS coordinated volunteer labor. In addition, please include any requirements for volunteer labor.

10. PROPOSED PLAN FOR SPS COORDINATED VOLUNTEER STAFFING AT EVENTS

Provide a proposed plan outlining criteria in determining how many SPS volunteer staff will be needed at specific events and what the expectations/anticipated duties of the volunteer staff will be within the concession area(s).

11. PROPOSED CAPITAL EQUIPMENT UPGRADE PLAN

Submit proposed capital equipment upgrade plan for the Albi facility concession area(s).

C. EVALUATION AND CONTRACT AWARD

1. EVALUATION PROCEDURE

Responsive proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. Evaluation of proposals will be accomplished by an evaluation team, to be designated by SPS who will review the proposals in accordance with the evaluation criteria listed below. SPS may contact the proposers for clarification of any portion of the Concessionaire's submitted proposal.

2. EVALUATION WEIGHTING AND SCORING

EVALUATION CRITERIA	MAXIMUM POINTS
Proposed Concession Plan	40
Concession flat fee and/or the Commission rate payable to SPS and the Commission rate payable to SPS coordinated Volunteer Labor	20
Concession Experience and Quality of Past Performance	20
Financial Capability	10
References	10

3. ORAL PRESENTATION MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be utilized in selecting the successful proposals. SPS, at its sole discretion, may elect to select the top scoring finalists from the written proposal submittal evaluation for an oral presentation and final determination of contract award. Should SPS elect to hold oral presentations, it will contact the top scoring firm(s) to schedule a date, time and location. Commitments made by the proposers at the oral interview, if any, will be considered binding.

Key personnel from proposing teams to be assigned to the Albi Concessions are required to be present at the oral presentation. In addition to the material requested by the RFP and information which may be requested by the Evaluation Committee, the short-listed firms may be provided with additional questions to discuss in the interview.

4. RECOMMENDATION

Based on the recommendations of the SPS Selection Committee, and approval of the SPS School Board, a contract will be awarded to the proposer with the highest score based on the evaluation criteria listed above. SPS reserves the right to reject any or all submittals, to award in the best economic interest of SPS, and to waive any informalities or irregularities in the solicitation process.

5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful proposer. Discussion will be limited to a critique of the requesting Concessionaire's proposal. Comparison between proposal or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone.

ADDITIONAL CONTRACT TERMS

1. COMPLIANCE WITH RULES AND LAWS

Each party shall comply with all applicable federal, state, and local laws and regulations. Under the direct operation of SPS, Albi Stadium property is a tobacco free, drug free, and weapon free environment. All personnel shall conform to this stated policy at all times while on the premises.

2. INDEPENDENT CONTRACTOR

The parties intend that an independent contractor-employer relationship will be created by any awarded contract as a result of this RFP.

3. INSURANCE

During the term of any contract as a result of this RFP, Concessionaire shall maintain in full force and effect at its own expense, each insurance coverage noted below:

- A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability or Stop Gap Insurance in the amount of \$1,000,000;
- B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. It shall include premises and operations, independent contractors, products and completed operations, personal injury liability and contractual liability coverage for the defense, indemnity and hold harmless obligations provided under this Agreement. It shall provide that the City of Spokane and SPS, their officers and employees are additional insureds, but only with respect to Concessionaire's services to be provided; and
- C. Automobile liability Insurance with a combined single limit, or the equivalent of not less than \$1,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

Concessionaire or its insurer(s) shall provide thirty (30) days' written notice to SPS of any cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s).

As evidence of the insurance coverages required by this RFP, Concessionaire shall furnish acceptable evidence of the required insurance to SPS at the time it submits its proposal. The evidence of insurance shall specify all of the parties who are to be named additional insured, include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to SPS acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided upon contract award. Concessionaire shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

4. INDEMNIFICATION

Concessionaire shall defend, indemnify and hold harmless the City of Spokane and SPS, its officers and employees, from all claims, demands, or suits in law or equity arising from Concessionaire's negligence or breach of its obligations under any awarded contract. Concessionaire's duty to indemnify shall not apply to liability caused by the negligence of the City of Spokane and/or SPS, its officers and employees. Concessionaire's duty to indemnify for liability arising from the concurrent negligence of the City of Spokane and SPS, its officers and employees and Concessionaire, its officers and employees shall apply only to the extent of the negligence of Concessionaire, its officers and employees. Concessionaire's duty to defend, indemnify and hold harmless shall survive termination or expiration of any awarded contract. Concessionaire will waive, with respect to the City of Spokane and SPS only, its immunity under Title 51 RCW, Industrial Insurance.

5. NONDISCRIMINATION

No individual shall be excluded from participation in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of or in connection with any awarded contract because of age, sex, race, color, religion, creed, marital status, familial status, sexual orientation, national origin, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability, or use of a service animal by a person with disabilities.

6. ASSIGNMENTS

Upon contract award as a result of this RFP, neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. In the event of an assignment or transfer, the terms of any contract shall continue to be in full force and effect.

7. DISPUTES

This RFP in addition to any awarded contract shall be performed under and governed by the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Spokane County, Washington.

8. FAILURE TO PERFORM EXCUSED / FORCE MAJEURE

Neither party hereto shall be liable to the other party for any nonperformance, in whole or in part, of its obligations under this RFP or any awarded contract caused by the occurrence of any contingencies beyond the reasonable control of such other party, including but not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, acts of a public enemy, strikes, labor disputes, acts of third parties not within the control of such other party, shortages of fuel, failures of power, accidents, fires, explosions, floods or other acts of God.

9. PROTEST OF CONTRACTOR SELECTION OR CONTRACT AWARD

Any actual Proposer who is aggrieved in connection with the selection of a Concessionaire or award of a Concession and Lease Agreement in relation to the RFP may submit a protest to SPS' Purchasing Services Department. The protest will 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 and alleged reason the Concessionaire selection or Concession and Lease Agreement award is erroneous. Written protests are to be directed to:

Cindy Coleman
Director, Business Services
2815 E. Garland
Spokane, WA 99207

PROPOSAL SUBMITTAL DOCUMENTS

PROPOSAL CERTIFICATION

I certify that I am authorized to represent _____ (company)
in providing this RFP response and that by signing this form I certify to the best of my
knowledge the information submitted in the Proposal Packet is a true and accurate
representation of my company's qualifications and proposal.

Receipt of addenda numbered _____ is hereby acknowledged _____
(Fill in number of each addenda received) (Respondent's Initials)

Company

Date

Address

Phone

Printed Name and Title

Signature

Email Address

I. EEO / Debarment Certification

PART I: STATEMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY

We hereby certify that we have made a conscientious effort to comply with federal, state and local equal employment opportunity requirements in bidding this project and we will make the same efforts in fulfilling the requirements if awarded the Contract.

We further designate the following as the person who has been charged with the responsibility for securing compliance with and reporting progress on affirmative efforts.

Name: _____

Title: _____

Phone Number: _____

PART II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

In submitting the proposal to do the work as outlined in the Contract Specifications, we hereby certify that we have not been suspended or in any way are excluded from Federal procurement actions by any Federal agency. We fully understand that, if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of the Contract.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Participant's responsibilities.

Signed: _____

Date: _____

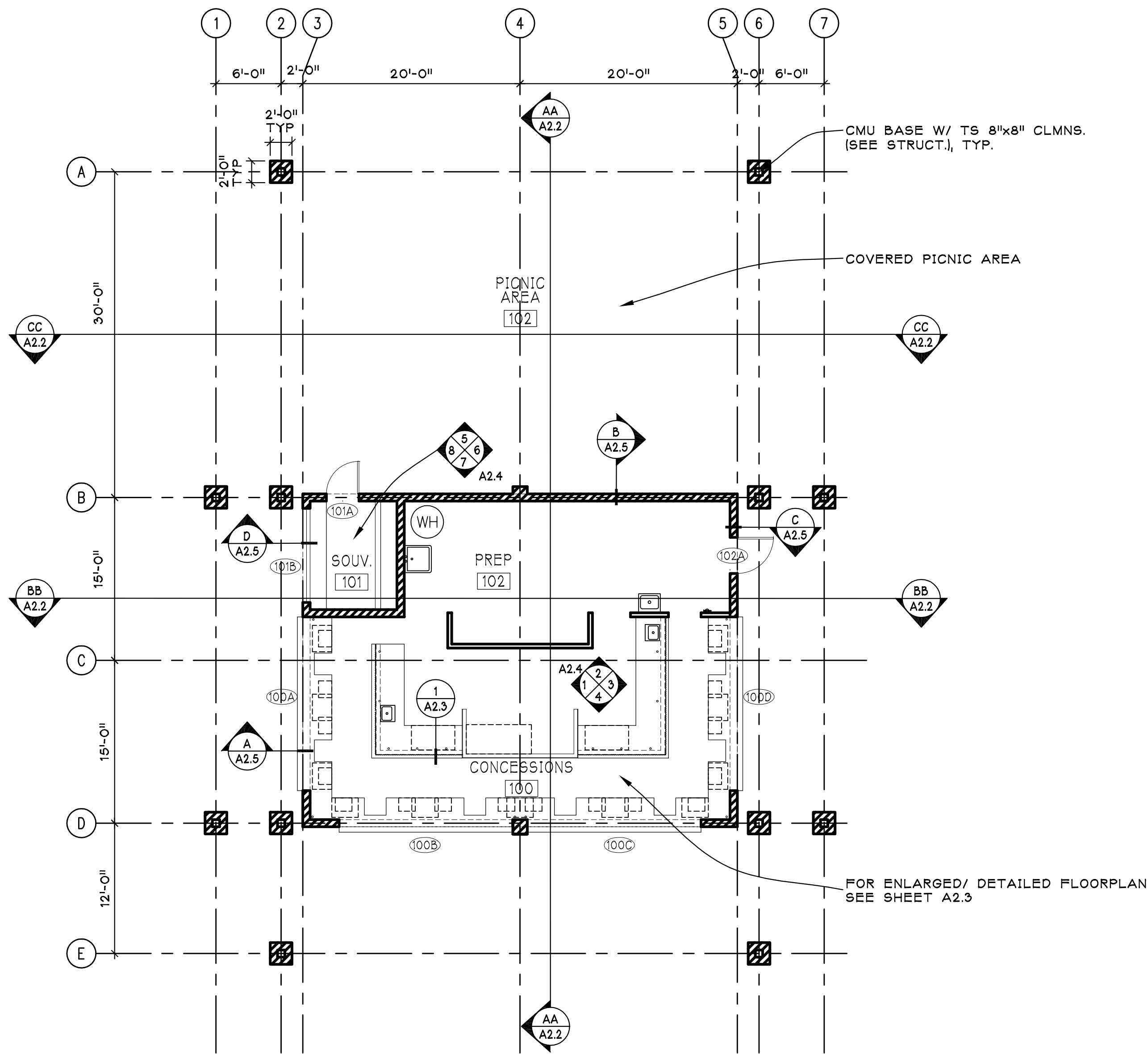
Title: _____

Firm: _____

Address: _____

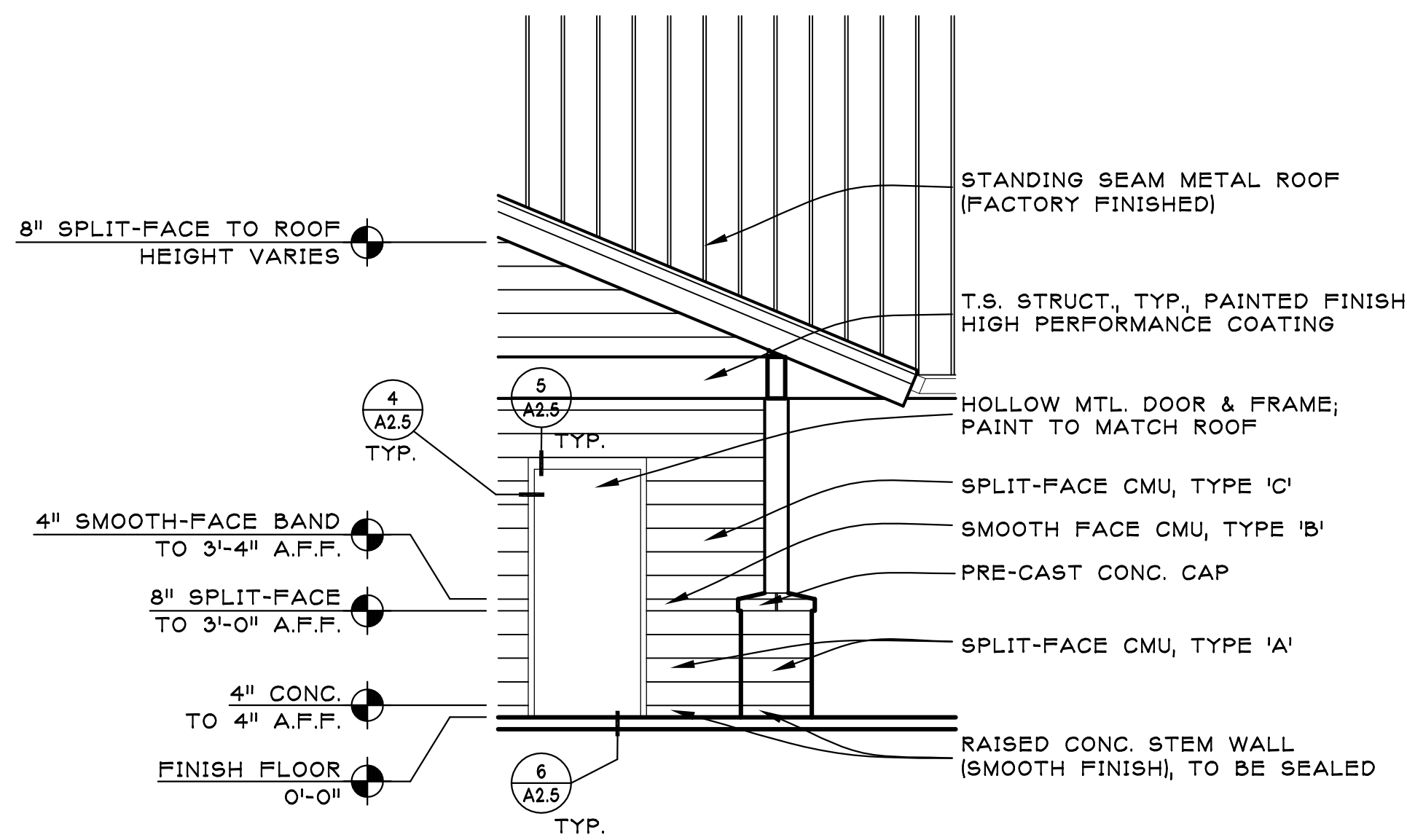
City State & Zip: _____

EXHIBIT A



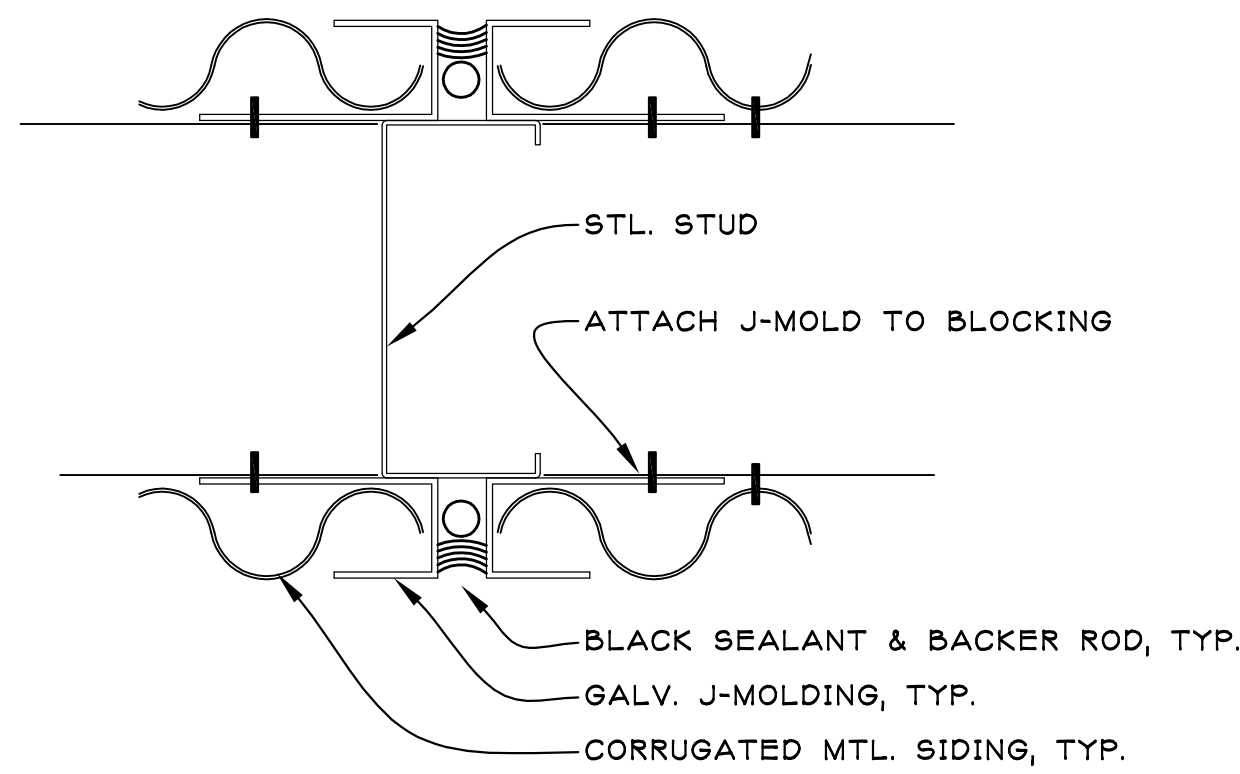
FLOOR PLAN

SCALE: 1/8"=1'-0"



CMU BANDING DETAIL, TYP.

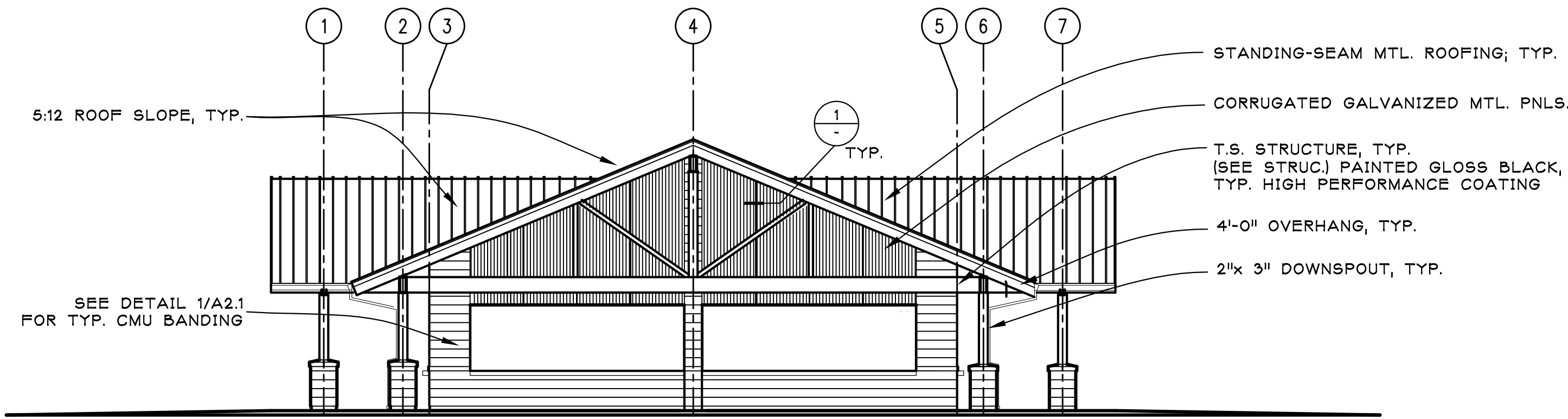
SCALE: 1/4"=1'-0"



JOINT DETAIL, TYP.

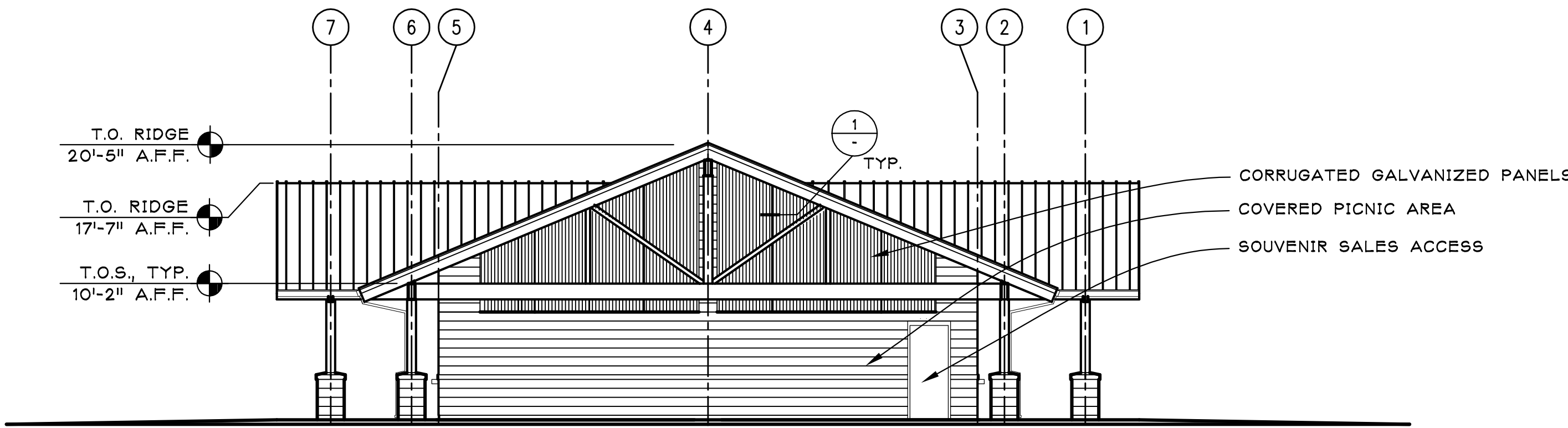
SCALE: HALF SCALE

1



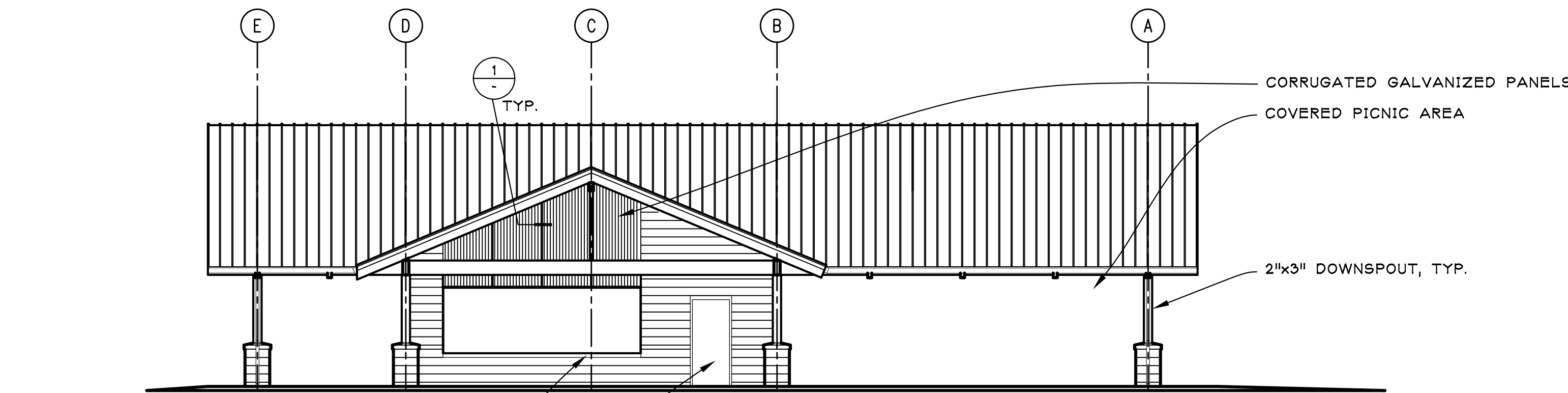
SOUTH ELEVATION

SCALE: 1/8"=1'-0"



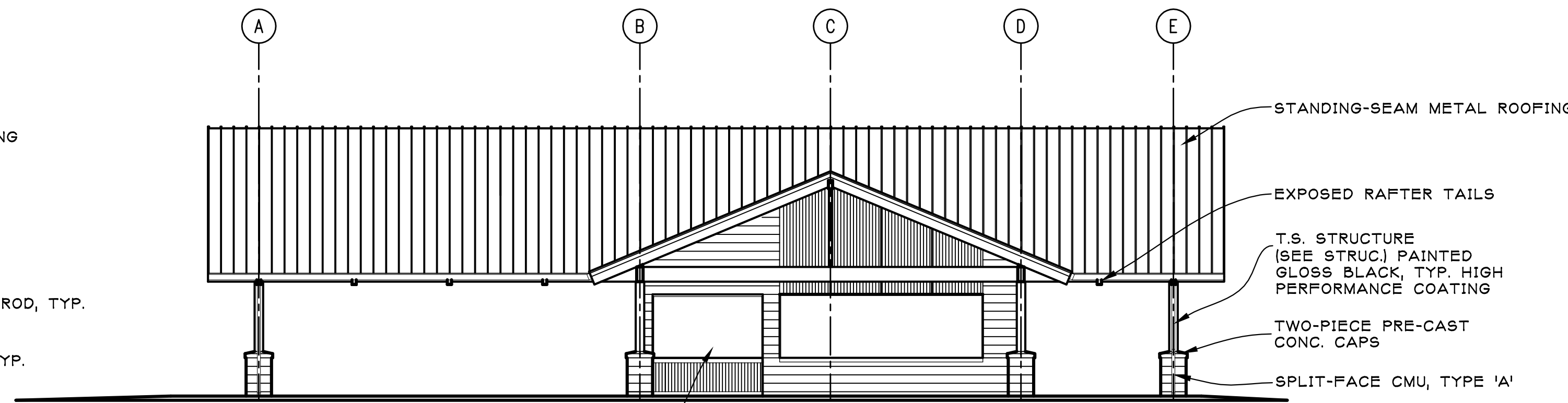
NORTH ELEVATION

SCALE: 1/8"=1'-0"



EAST ELEVATION

SCALE: 1/8"=1'-0"



WEST ELEVATION

SCALE: 1/8"=1'-0"

0003 PROJ. NO.
WJMc DRAWN
JJW CHECKED
3/31/00 DATE

REVISIONS	
DATE	DATE

NEW CONCESSIONS PAVILION
STADIUM IMPROVEMENTS
CITY OF SPOKANE ENTERTAINMENT FACILITIES
JOE ALBI STADIUM, SPOKANE, WA



LIBERTY BLDG.
SUITE 400
203 NORTH
WASHINGTON
SPOKANE, WA
99201-0254
509-838-8568
FAX-458-3710

A2.1
OF

EXHIBIT B - CONCESSION EQUIPMENT

Equipment
Two Drawer Warmers
Pass Through Warmers
Popcorn Warmers
Soda Towers
Flat Top Griddle
Stainless Steel Hood
Reach-In and Undercounter Freezer
Reach-In and Undercounter Refrigerator
Stainless Steel Tables
Deep Fryer
Menu Boards
Coffee Maker

EXHIBIT C

2014 Albi GSL Schedule and WSU Spring Football Game – Attendance Figures

Date	Away		Home	Attendance
4/27/2014			WSU Spring Football	13,000
9/4/2014	Lewiston	vs	North Central	2,100
9/5/2014	Wenatchee	vs	Mead	2,500
	Eastmont	vs	Rogers	
9/6/2014	Fife	vs	Shadle park	1,500
9/11/2014	Lakeside	vs	Rogers	1,200
9/12/2014	Moses Lake	vs	Lewis & Clark	3,100
	Coeur d' Alene	vs	Ferris	
9/18/2014	University High	vs	Ferris	1,800
9/19/2014	Sandpoint	vs	Mt. Spokane	2,500
	Sunnyside	vs	North Central	
9/25/2014	Central Valley	vs	Shadle Park	3,255
9/26/2014	Rogers	vs	Mead	4,337
	Lewis & Clark	vs	Ferris	
10/2/2014	Ferris	vs	Mt. Spokane	2,100
	North Central	vs	Lewis & Clark	
10/3/2014	Gonzaga Prep	vs	Shadle Park	3,800
	University High	vs	Rogers	
10/9/2014	Lewis & Clark	vs	Rogers	1,980
10/10/2014	Shadle Park	vs	Ferris	11,404
	Mead	vs	Mt. Spokane	
10/16/2014	Shadle Park	vs	Rogers	1,600
10/17/2014	Mt. Spokane	vs	North Central	2,165
	Ferris	vs	Mead	
10/23/2014	University High	vs	Mead	2,205
	Shadle Park	vs	North Central	
10/24/2014	Rogers	vs	Mt. Spokane	3,400
	Gonzaga	vs	Lewis & Clark	
10/30/2014	Rogers	vs	North Central	3,072
	Gonzaga Prep	vs	Ferris	
10/31/2014	Mead	vs	Lewis & Clark	2,807
	Mt. Spokane	vs	Shadle Park	
PLAYOFFS				
11/6/2014	East Valley	vs	North Central	1,500
	Kennewick	vs	Mt. Spokane	
11/7/2014	Pasco	vs	Mead	2,500
	Auburn	vs	Shadle Park	
11/15/2014	Wilson	vs	Mt. Spokane	3,000
11/22/2014	Shadle Park	vs	Mt. Spokane	3,500