



Invitation to Bid

for

ICE CREAM PRODUCTS VENDOR

The City of SeaTac is requesting bids for an Ice Cream Products Vendor.

Proposal packet is enclosed with this Invitation to Bid. Questions regarding this bid should be directed to the Parks & Recreation Department at 206.973.4670.

Sealed proposals will be accepted until 9:00 a.m., Wednesday, March 27, 2024. Bids will be opened and read aloud by the City Clerk on Wednesday, March 27, 2024 at 9:15 a.m. in the Riverton Room.

All proposals shall be mailed or hand delivered* to:

City of SeaTac
Attn: City Clerk
4800 S. 188th St.
SeaTac, WA 98188

*For hand delivered bids, please leave your bid at the third floor reception desk.

Bids shall be in a sealed envelope marked: **"ICE CREAM PRODUCT VENDOR BID"**

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NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the City Clerk at City Hall, 4800 S. 188th St., SeaTac, Washington 98188, until 9:00 a.m. on Wednesday, March 27, 2024, for the services described more completely in the specifications and contract documents, and will then be opened publicly and read aloud at 9:15 a.m. For hand delivered bids, please leave your bid at the third floor reception desk. The bid opening will take place in the Riverton Room.

Questions regarding this project should be directed to the Parks & Recreation Department at 206.973.4670.

All proposals must be made on the form provided in the Proposal Section of the contract documents.

The City reserves the right to reject any and all proposals and to determine minor irregularities or informalities, and to waive any minor irregularities or informalities. No bidder may withdraw his/her bid after the hour set for the opening of proposals. The City further reserves the right to consider all relevant information submitted and/or received in determining the best responsible proposal.

The Vendor will be required to comply with all local, State, and Federal laws and regulations pertaining to equal employment opportunities.

Dated at SeaTac, Washington
March 7, 2024

INSTRUCTIONS TO BIDDERS

1 Time and Place for Submission and Opening of Proposals

Sealed proposals must be submitted by and will be publicly opened and read on the date and time specified in the "Notice to Bidders", by the City Clerk of the City of SeaTac (the "City"), located at 4800 S. 188th St., SeaTac, Washington 98188, for the services listed herein. The sealed proposals must be received by the City Clerk before the time and date specified in order to be considered. The bidder accepts all risks of late delivery of mailed proposals or of mis-delivery regardless of fault. ***For hand delivered bids, please leave your bid at the third floor reception desk.**

2 Proposal Form

Proposals shall be made on the "Proposal Form" issued by the City as part of these Contract Documents, without reservation or amendment. Upon completion, the Proposal Form and other requested information shall be placed in a sealed envelope. On the outside of the envelope, mark as "Ice Cream Products Vendor Bid".

3 Proposal Signature

All information requested on the "Proposal Form" shall be provided. If the proposal is made by an individual, the name, signature, and address must be shown. If the proposal is made by a partnership, the name and address of the partnership and the signature of at least one of the general partners must be shown. If the proposal is made by a corporation, the proposal shall show the title of the person authorized to sign on behalf of the corporation and the address. The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

4 Modification of Proposal

A modification of a proposal already received will be considered only if the modification is received prior to the time announced for bid opening. All modifications shall be made in writing, executed, and submitted in the same form and manner as the original bid.

5 Examination of Proposal and Contract Documents

The submission of a proposal shall constitute an acknowledgment on which the City may rely that the bidder has thoroughly examined and is familiar with the proposal and Contract Documents.

6 Addenda

Each proposal shall include acknowledgment on the proposal form of receipt and review of any addenda issued during the bidding period.

7 Specified Services and Payment

Submission of a proposal constitutes an agreement to perform, upon award of the **exclusion to sell ice cream products** in City parks, as follows:

Equipment and Inventory: Vendor shall provide all necessary and appropriate vehicles and equipment to safely transport, store, and vend ice cream products of approved manufacture and of reasonable quantity and variety.

In addition to ice cream products, vendor will also be authorized to sell the items listed below. Please be aware, vendor **does not have exclusive rights** to sell any of the items listed below. Other vendors may be granted permission to sell these items.

- **Soft drinks, water and sport drinks in cans or plastic bottles.**

Valley Ridge Park ballfield complex has a concession stand that may be used by youth sports organizations for fundraising throughout the year. They may be issued a permit to sell a variety of products including ice cream products from the concession stand located within the ballfield complex. This bid allows the

successful bidder to continue to vend outside of the ballfield complex however, there is no exclusivity on any products.

Vendor under this contract **does not** have authority to sell in any ballfield complex.

Food trucks or other vendors may be on site for tournaments, city events, or during city issued Special Use Permits.

8 Duration of Contract

- Dates of Contract: Contract dates are from **May 1 through September 30**.
- Not to include Angle Lake Park on July 4th. A separate no fee permit may be issued, but is not guaranteed, for July 4th depending on the needs of the Parks & Recreation Department.
- City has the right to extend the contract for three additional years in one-year increments.
- The City reserves the right to terminate the contract without advance notice.

Hours: Vendor may sell products during regular park hours of operation.

Parks: **Angle Lake Park** (19408 International Blvd.)
Valley Ridge Park (4644 S. 188th St.)

On-call list: Bidders may be added to an “on-call” list to be invited to vend at City special events. This is not a guarantee of work. Vendors who are not awarded the ice cream vendor contract, may sign up for this list if they can meet the same licensing requirements, background check, and insurance requirements as the awarded vendor.

9 Contract Award

Contract will be awarded to the vendor who agrees to pay the City the greatest amount of money. The minimum bid is \$1,000. The vendor will pay to the City the agreed upon bid amount for the contract period, upon signing contract. The vendor will pay to the City the agreed upon bid amount for each annual extension of the contract.

Contract will be awarded only after successful completion of the following:

- Successful results from background check for each employee selling products.
- Proof of current City of SeaTac business license.
- Certificate of Insurance (as outlined below).
- Copy of current drivers license for each employee driving in the parks.
- Copy of current Food Handlers Permit from King County Health Department.

Insurance must be in effect during the entire duration of the contract. Insurance requirements are outlined below.

- Concessionaire shall maintain automotive liability insurance on all vehicles from which Concessionaire sells product, with limits not less than five hundred thousand dollars (\$500,000.00) per occurrence. Concessionaire explicitly understands and agrees that the City does not authorize the sale of any product from any vehicle that is not insured in accordance with the terms of the Contract.
- Concessionaire shall maintain general liability insurance in the amount of \$2,000,000, and a minimum of \$1,000,000 products liability insurance.
- On all insurance policies listed above the City of SeaTac shall be named a **primary, non-contributory additional insured**. Concessionaire shall provide proof of insurance coverage to the City within five (5) calendar days of the execution of this contract, and said insurance shall be subject to approval by the City Attorney. In no event shall the Concessionaire sell any products in accordance with this contract until proof of insurance has been filed and approved by the City.

10 Vendor Responsibilities

It is the responsibility of the vendor and their employees to abide by the Park Code and Noise Code. Items of concern are listed but not limited to the following:

- Driving, parking, speed limit
- Noise/music

At the discretion of the City, vendor may be given special parking accommodation by the City when available. Where special parking accommodation are not available, vendor is expected to comply with general parking rules. Vendor may not park in loading zones or fire lanes. Under some circumstances, a City staff member may require the vendor to move to a different area of the park.

Vendor under this contract **does not** have authority to sell in any ballfield complex.

It is the responsibility of the vendor to report any unauthorized vending. You may do this by calling 911 and stating it is a non-emergency.

11 Postponement of Proposal Opening

The City reserves the right to postpone the date and time for the opening of proposals by announcing such postponement at any time prior to the date and time announced in these documents.

12 Rejection of Proposals

- A. The City reserves the right to reject any proposal for any reason including, but not limited to, the following: any proposal which is incomplete, unsigned, obscure, irregular or lacking necessary detail and specificity.
- B. The City further reserves the right to reject any portion of any proposal and/or to reject all proposals. In consideration of the City's review and evaluation of its proposal, the bidder waives and releases any claims against the City arising from any rejection of any or all proposals.

13 Proposal Documents

Bidders are required to submit with the proposal package the following:

- A. Proposal Form;
- B. Bidder's Information Statement; and
- C. Non-Collusion Affidavit

Checklist

The following items are required to be submitted with the proposal package:

- Proposal Form
- Bidder's Information Statement
- Non-Collusion Affidavit

The following items are required prior to award of contract:

- Bid payment.
- Successful completion of background check(s) for each employee working under this contract.
- Proof of current City of SeaTac business license.
- Proof of insurance as outlined in bid documents and sample contract. (Certificate of Insurance)
- Copy of valid driver's license.
- Copy of Seattle-King County Health Department food handler's license for each employee handling/selling products.

PROPOSAL FORM

If awarded the contract, bidder agrees to pay the City of SeaTac for exclusive rights to sell ice cream products in City owned parks for the term of the Contract.

Bid Amount: \$ _____ (minimum of \$1,000 bid)

Bidder holds or can obtain a Seattle-King County Health Department Permit (food handler), a City of SeaTac business license, valid driver's license, and is registered with the State of Washington as an employee tax payer, and has, or can obtain the required liability insurance as outlined in the Instructions to Bidders.

Signature of authorized official: _____

Date: _____ Title: _____

BIDDER INFORMATION

Name: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____

Email: _____

BIDDER'S INFORMATION STATEMENT

(This form to be completed by all bidders for this proposal and to be submitted with the bid.)

PROJECT NAME: Ice Cream Products Vendor Contract

VENDOR'S COMPANY NAME: _____

Corporation, Partnership or Individual? _____

Vendor's State License Number (UBI) _____

Vendor's Health Dept. Permit Number _____

Vendor's City of SeaTac Business License Number (Required prior to award of contract.)

ADDRESS: _____ PHONE NO.: _____

EMAIL _____

1. Bidder has been in business continuously from (dates) _____

2. Furnish references for information concerning your business:

Name	Address	Phone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. List all vehicles and major pieces of equipment that are anticipated to be used.

4. List generally the types of products and manufacture which you intend to sell.

5. List the supervisory personnel to be employed by the bidder.

Name	Title	Years of Experience
_____	_____	_____
_____	_____	_____

6. Name and title of person filling out form:

Name: _____

Title: _____

Signature _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF WASHINGTON)
) ss NON-COLLUSION AFFIDAVIT
COUNTY OF KING)

The undersigned Vendor, hereby certifies and declares as follows:

Neither the undersigned individual, the undersigned Vendor, nor any agent, officer or employee thereof, has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid; has not offered, given, or promised to give, any money, negotiable instrument, or other thing of value to any other person, corporation, partnership, or other business entity for the purpose of inducing such other person, corporation, partnership, or entity to refrain from submitting any bids upon this public proposal, nor has the Vendor extended any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of the City; nor will the Vendor rent or purchase any equipment or materials from any employee or officer of the City.

The undersigned affirms and declares that the foregoing is true and correct to the best of the undersigned's knowledge and believe, under penalty of perjury pursuant to laws of the United States and of the State of Washington.

DATED this _____ day of _____, 2024.

Vendor/Business Name

Signature

Printed Name



AUTHORIZATION FOR BACKGROUND AND REFERENCE CHECKS

With the applicant's authorization, the City conducts background and reference checks as follows:

- All finalists being considered for appointment for hiring, contracting with the City, or volunteer opportunities will have their criminal records checked;
- All finalist applicants being considered for hire will have employment references checked;
- All finalist applicants being considered for hire will have educational histories checked;
- All finalist applicants whose employment or volunteer positions with the City would require them to drive City vehicles as part of their assigned duties will be required to submit their driving records to the City for review and consideration; and/or
- Any finalist applicants whose employment or volunteer positions with the City require them to handle the City's cash, investments or other monetary assets will be required to submit to a credit history check.

Signed Authorization for Background and Reference Checks forms for applicants not appointed for employment or volunteer opportunities for which they applied are shredded by the City on an annual basis. The City makes every effort to ensure the confidentiality of each applicant's personal identification information.

PLEASE PROVIDE THE FOLLOWING INFORMATION

Applicant's Name: _____
Last First Middle

Alias/Maiden/Other Name(s): _____

Date of Birth: _____ Gender: M F Telephone#: _____

Race: Asian Black Hispanic American Indian Pacific Islander
 Two or more races White Email: _____
Please check only one box.

Address: _____
City: State Zip Code:

Social Security Number: _____ / _____ / _____ Required.

Driver's License Number: _____ Issuing State: _____

Have you lived in any other State(s) other than Washington in the last ten (10) years? Yes No

If YES, please note the State(s), County(ies) and dates of residence: _____
State(s) County(ies)

Date(s): _____

Position Applied For: _____

I, _____ (please print), hereby authorize the City of SeaTac or an independent investigating agency appointed by the City to conduct a thorough investigation of my background including my criminal records, driving records (as applicable), credit history (as applicable), educational history (as applicable) and employment references (as applicable). I also hereby release any current or former employers or institutions, their agents or employees from any and all liability resulting from the release of such information. My authorization and release from liability are voluntary acts. This authorization shall be effective for employment and/or volunteer opportunities with the City of SeaTac only.

It is my intention that any copy of this authorization be as effective as is the original.

Signature: _____ Date: _____

CONCESSION CONTRACT

THIS CONTRACT is made and entered into effective on the ____ day of _____, 2024 by and between the City of SeaTac, hereinafter referred to as the “City” and ____ Vendor Name ____ hereinafter referred to as the “Concessionaire”, upon the following terms and conditions.

1. Concession Granted. The City hereby grants to Concessionaire an exclusive concession and special use permit to offer for sale and to sell ice cream products from a mobile food service vehicle at City parks during normal park hours of operation.

In addition to ice cream products the City grants to Concessionaire permission to sell the following items in addition to ice cream products:

- Soft drinks and sport drinks in cans or plastic bottles.
- Bottled water

Please be aware that you do not have exclusive rights to sell any of the above listed items in City parks. Other vendors may be granted permission to sell these items.

2. Concession Premises. City parks in which the concession may be operated are:

Angle Lake Park, 19408 International Blvd.
Valley Ridge Park, 4644 S. 188th St.*

*Valley Ridge Park ballfield complex has a concession stand that may be used by youth sports organizations for fundraising throughout the year. They may be issued a permit to sell a variety of products including ice cream products from the concession stand located within the ballfield complex. This bid allows the successful bidder to continue to sell products outside of the ballfield complex however, there is no exclusivity on any products.

Vendor under this contract **does not** have authority to sell in any ballfield complex.

3. EXCLUSIONS. The concession shall not apply to any park that is closed for any reason.
4. TERM OF CONTRACT. This Contract and the concession granted herein shall commence May 1, 2024, upon submission by the Concessionaire to the City of the documents required by Paragraph 6b and 6c, below, and satisfactory completion by the City of a background investigation, and shall continue through September 30, 2024.
5. COMPENSATION. Concessionaire shall pay to the City the sum of \$__xx__ as nonrefundable compensation for the grant of this Contract, and a like sum for each extension granted by the City.
6. RESPONSIBILITIES OF CONCESSIONAIRE. The Concessionaire shall be responsible for compliance with the following.
 - (a) Concessionaire shall have sole authority to set the hours of operation and to schedule sales at individual parks.

- (b) Concessionaire shall at all times during the term of this Contract and during the term of any extension:
- (i) Maintain business license registration with the State of Washington;
 - (ii) Maintain any and all approvals and permits required of a mobile food service operation by the Department of Labor & Industries and by the Seattle and King County Public Health Department;
 - (iii) Ensure that all operational employees hold valid food and beverage service worker's permits.
 - (iv) Maintain a valid driver's license.
- (c) Concessionaire shall maintain automotive liability insurance on all vehicles from which Concessionaire sells product, with limits not less than five hundred thousand dollars (\$500,000.00) per occurrence. Concessionaire explicitly understands and agrees that the City does not authorize the sale of any product from any vehicle that is not insured in accordance with the terms of the Contract.

Concessionaire shall maintain general liability insurance in the amount of \$2,000,000, and a minimum of \$1,000,000 products liability insurance.

On all insurance policies listed above the City of SeaTac shall be named a primary, non-contributory additional insured. Concessionaire shall provide proof of insurance coverage to the City within five (5) calendar days of the execution of this contract, and said insurance shall be subject to approval by the City Attorney. In no event shall the Concessionaire sell any products in accordance with this contract until proof of insurance has been filed and approved by the City.

- (d) Concessionaire shall provide all necessary vehicles and equipment to safely transport, store, and vend ice cream products in reasonable quantity and variety.
- (e) Concessionaire shall, in all operations, comply with the food handling requirements and mobile food service guidelines of Public Health Department—Seattle and King County.
- (f) Sales employees shall be courteous, neat, and clean.
- (g) Concessionaire shall not permit the disposal of garbage or waste by its employees on park property, whether in garbage receptacles or otherwise.

- (h) Vehicles shall be driven within City parks in a safe manner and shall be parked in a manner that does not interfere with the movement of vehicles or pedestrians.
- (i) Music may be played from vehicles upon entering park property and, thereafter, at reasonable intervals, but shall not be played continuously. However, Concessionaire agrees to abide by any City ordinances regulating the sound level at which music can be played.
- (j) Concessionaire shall abide by all local, state and federal equal employment opportunity laws and policies relating to non-discrimination in hiring and employment practices, and in providing service to customers or involved members of the public without discrimination.

7. INDEMNIFICATION. Except for the sole negligence of the City, Concessionaire shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by any reason of or arising out of any act or omission of Concessionaire, its officers, agents and employees, or any of them relating to or arising out of the performance, rights, and/or responsibilities of this Contract; and if final judgment be rendered against the City and its officers, agents and employees or any of them, or jointly against the City and Concessionaire and their representative officers, agents and employees, or any of them, Concessionaire shall satisfy the same to the extent that such judgment was due to Concessionaire's act or omissions.
8. RESTRICTION AGAINST ASSIGNMENT. Concessionaire shall not assign this Contract or any interest herein without first obtaining the written consent of the City, nor shall the Concessionaire subcontract any part of the concession granted herein, without first obtaining the consent of the City.
9. EARLY TERMINATION. This Contract may be terminated with or without cause, by either party, at any time, by either party giving the other written notice of such termination, specifying the effective date thereof, but not sooner than ten (10) days from date of such notice. No part of the compensation paid to the City shall be refundable.
10. INDEPENDENT CONTRACTOR. The parties agree and acknowledge that the Concessionaire is an independent contractor and not the agent or employee of the City, and that no liability shall attach to the City as a result of the acts or omissions of the Concessionaire in the conduct of its business operations.

Nothing in this Contract shall impose any duty whatsoever upon the City or any of its officers or employees, for whom the implementation or enforcement of the Concessionaire's responsibilities shall be discretionary and not mandatory. Nothing in this Contract is intended, nor shall be construed, to create or form the basis for any liability on the part of the City, or its officers, employees or agents, for any injury or damage resulting from the failure of Concessionaire to comply with statutes or regulations applicable to Concessionaire's food service operations.

11. CONTRACT ADMINISTRATION. This Contract shall be administered by ___ Vendor Name ___ on behalf of the Concessionaire and the Parks & Recreation Director, on behalf of the City. Any written notices required by terms of this Contract shall be served or mailed as follows:

If to the City:

Parks & Recreation Director
City of SeaTac – City Hall
4800 South 188th Street
SeaTac, WA 98188

If to the Concessionaire:

Vendor Name
Business Name
Mailing Address

12. MERGER AND AMENDMENT. This Contract contains the entire understanding of the parties with respect to the matters set forth herein any prior or contemporaneous understandings are merged herein. This Contract shall not be modified except by written instrument executed by all parties hereto.

CITY OF SEATAC

CONCESSIONAIRE

By: _____

By: _____

Name: Mary Tuttle

Name _____

Title: Parks & Recreation Director

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

City Attorney