

**Request for Proposals
Exclusive Food and Beverage Vendor
Cherry Island Soccer Complex
Elverta, CA**

1. BACKGROUND

The California Youth Soccer Association (Cal North) is a California 501(c)3 not-for-profit corporation. Cal North is a state administrative and governing body for youth soccer in northern and central California. Cal North is a part of the United States Youth Soccer Association.

Cal North has entered into a lease agreement with the County of Sacramento, CA, (County) for the management and maintenance of the County-owned ten-field Cherry Island Soccer Complex (Facility), located at 2429 U Street, Elverta, California, 95628.

Facility hosts an average of 22-26 weekend tournaments per year.

2. OBJECTIVE

In order to A) create a more consistent and higher quality customer experience at Facility, and B) to generate incremental revenues for Cal North which would be directed specifically to capital improvements at Facility, Cal North desires to enter into an exclusive Food and Beverage Vendor Agreement (Agreement) with a qualified food and beverage company or organization (Vendor) for a period of not less than three years and not more than five years.

Cal North shall provide full access to and use of the existing food and beverage stand (Stand) at Facility. Vendor shall be responsible for ensuring that Stand meets all building and health code requirements.

3. KEY DATES AND PROPOSAL SUBMISSION GUIDELINES

This Request for Proposals is issued effective on this date, February 4, 2014.

Proposals submitted in response to this RFP are due not later than February 17, 2014. The physical mailing address is California Youth Soccer Association, District Six is 8807 Crusheen Way, Sacramento, CA, 95828. One original and three copies must be delivered to the address in a sealed express delivery package. The original must be accompanied by a cover letter on Vendor's letterhead and have an original ink signature from a person authorized to bind Vendor.

In addition, an electronic copy must be emailed to Commissioner@d6soccer.org. Questions regarding the RFP should also be emailed to Commissioner@d6soccer.org not later than 10 (ten) days prior to the submittal deadline.

Cal North intends to select one or more Vendors for further review and negotiation by February 28, 2014. Cal North desires to enter into an Agreement with the Exclusive Food and Beverage Vendor not later than March 15, 2014.

4. EXPERIENCE AND QUALIFICATIONS

Vendor shall submit a detailed statement of experience and qualifications in the food and beverage industry, including type or types of experience (i.e., concessions, catering, restaurants), length of experience, and product and service quality standards.

Vendor shall provide a minimum of three references in the food and beverage industry, including name of organization, name of contact person, and contact's current physical address, email address, and telephone number.

Cal North, in its sole discretion, retains the right to decline any and all Proposals submitted. Any Proposal will be considered irregular or non-responsive if it is not prepared and submitted in accordance with this RFP, if the Proposal lacks sufficient information to enable Cal North to reach reasonable conclusions regarding Vendor's experience and qualifications, if Vendor proposes unauthorized conditions, limitations, or provisions, or if Vendor does not meet minimum requirements.

Vendors are required to examine the entire RFP, seek clarification of any element or requirement that may not be fully understood, and check all responses for accuracy prior to submittal. Vendors are fully responsible for inaccuracies or negligence in preparing a Proposal. Email any questions or requests for clarification to Commissioner@d6soccer.org.

5. MANDATORY REQUIREMENTS

Vendor must agree to the following mandatory requirements:

- ◆ Vendor will be present and prepared to be fully operational at each day of all tournaments conducted at Facility beginning not less than 60 minutes prior to the earliest game start time continuously through and including the completion of the final game.
- ◆ Designate a manager (Manager) in charge of Vendor's operation each day and inform Cal North of the Manager's identity and contact information.
- ◆ During the term of the Agreement provide Cal North with up to date breakfast and lunch/dinner menus, including healthy options. The menus must include proposed prices. Cal North retains the right to approve menu items and prices.
- ◆ The proposed menu and pricing must be submitted in Vendor's proposal. Depending upon the submitted proposal, smoothies and coffee drinks may be included in the Agreement or managed separately.
- ◆ Comply with any and all laws of the State of California and the County of Sacramento, including health codes pertaining to food service, and necessary permits.
- ◆ Provide at its sole expense all equipment, product, and supplies used in the food service operation, including preparation and consumption of product.
- ◆ Provide up to 100 at-cost vouchers for tournament referees and assistant referees at tournaments presented by Cal North.
- ◆ Provide up to 100 boxed lunches at Vendor's cost at outreach activities for underprivileged youth on weekdays for two weeks during each year of the agreement.
- ◆ Provide clear and professional quality menu signage.
- ◆ Throughout the term of the Agreement Vendor shall maintain all appropriate liability insurance in the amount of \$2,000,000, and shall name Cal North and the County of Sacramento as additional insureds.

- ◆ Provide high quality products for sale.
- ◆ Provide prompt and courteous service.

6. CONSIDERATION

The minimum acceptable consideration payable to Cal North is 20% (twenty percent) of gross sales, payable by the fifteenth day of each month for the previous month's sales. Each payment shall include a report of sales for each day of operation.

Cal North retains the right to determine which beverage company will be the exclusive provider of canned, bottled, or fountain beverages. Vendor agrees to purchase beverages exclusively from the company identified by Cal North. Cal North shall be solely entitled to any and all sponsorship or promotional funds paid by the exclusive beverage provider.

7. AGREEMENT

Within 30 (thirty) days of the completion of negotiations and acceptance of Vendor's Proposal, Cal North and Vendor shall enter into a written agreement based upon the terms and conditions outlined herein and in Vendor's Proposal. If Vendor fails to agree to terms of its proposal and the written Agreement is not executed within 30 days, Cal North reserves the exclusive right to terminate negotiations and demand payment by Vendor for all legal and consulting costs incurred by Cal North during the RFP process.

8. VENDOR'S INFORMATION

By submitting a Proposal, the submitting Vendor certifies that it has reviewed and understands entirely the elements of the RFP and agrees to comply with its terms and conditions.

VENDOR SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE OFFICE/MOBILE

CITY, STATE, ZIP

EMAIL ADDRESS

DATE

WEBSITE (if applicable)