

**REQUEST FOR PROPOSALS (“RFP”)
FOR
THE LEASE AND OPERATION OF
13th & SYCAMORE BALLFIELDS
CITY OF CASPER
CASPER, WYOMING 82601**

The City of Casper, Wyoming, Parks and Recreation Department, Recreation Division, will accept proposals until Friday, December 11th, 2020, at 4:00 p.m., for the lease agreement / facility operations of 13th & Sycamore Ballfields. Five (5) copies of the proposal shall be submitted to the following individual and address, by the above noted deadline.

Proposals will be evaluated on the thoroughness of the individual's or business' response to this request, the experience of the proposal staff, ability to comply with all operational requirements, ability to provide proper insurance, and the other criteria specified in this RFP. Certain businesses or individuals may be selected for personal interviews based on the City's evaluation of the proposals and a final selection will be made. The successful Responder should be prepared to assume responsibility for the facility on January 1, 2021, terminating on December 31, 2024, for the lease and operation of 13th & Sycamore Ballfields.

Proposals received after the above deadline will be returned unopened to the respective business or individual. Questions regarding this Request for Proposal, should be directed to Phil Moya, Recreation Manager, (307) 235-8384.

I. Project Summary:

The City of Casper, Wyoming, Parks and Recreation Department, Recreation Division desires to procure the services of a professional facility operator, hereafter referred to as Responder, to manage, improve, and operate 13th & Sycamore Ballfields, from January 1, 2021 to December 31, 2024. The Responder supplying this service must be experienced in facility operations of baseball fields and attached facilities and be able to operate an economical, effective, efficient, healthy, and safe public facility operation which complies with all applicable local, county, state, and federal policies, procedures, rules, regulations, codes, and laws. The Responder must be able to obtain all pertinent facility operational permits and licenses and pay all associated local, county, state, and federal fees, registrations, and taxes as required. The successful Responder must be fully insurable to City established levels and terms of coverage, name the City of Casper as a policy co-insured, and keep in effect all required coverages during the term of the leased facility agreement. All Proposals received shall be subject to evaluation comprised of City staff, as may be determined. The evaluation shall be made for the purpose of selecting the Proposal that most clearly meets the RFP requirements.

The successful Responder must be able to enter into a facility lease agreement with the City of Casper from January 1, 2020 to December 31, 2024, abide-by all lease conditions and procure all pertinent insurance requirements. The City will provide the facility in an “As Is” condition unless otherwise specified, along with existing fixtures and furnishings. 13th & Sycamore Ballfields and facilities will be available for Responder inspections by calling Phil Moya at 307-

235-8384 for appointments at least two weeks prior to Friday, December 11th, 2020, at 4:00 p.m. Request for Proposal (RFP) submittal deadline.

II. General Criteria for Evaluating Qualification Statements:

Experience - The experience of the principal parties should be documented, especially any experience in operating baseball fields or venues that are similar to 13th & Sycamore Ballfields. This experience will be examined on the basis of the following:

1. Experience in baseball field management;
2. Related experience in facility management;
3. Experience in turf, irrigation and baseball field maintenance;
4. Specific examples of working cooperatively with other organizations on events, programming and special use of previous managed facilities.

Special Qualifications - This qualification statement shall identify any specific qualifications which might make the respondents uniquely qualified to provide the requested services. These may include similar work experience related to another community of similar size.

III. Operation Plan:

The interested groups or individuals shall submit a proposed facility plan that will address the following:

1. Plans for practices and games;
2. Plan to work cooperatively with the City of Casper on use of the facility when not scheduled for practices and games;
3. Plan for maintenance of the facility and field;
4. The approach taken to address improvements and repairs;
5. Methods used to address complaints and concerns;
6. Plan for utilities and payment for the term of the lease;
7. Winter management of facilities and field;
8. Insurance;
9. Equipment provided for the maintenance of the facility and field;

IV. Lease Fees:

Currently the lease fees are based on a one time annual fee. Concessions and retail sales are based on a percentage of gross receipts. Responder may propose any of these options or submit other options that may be suitable for their organization. Subleasing may be available for the Responder. The City will be entitled to a percentage of each sublet/rental total fee. The City will also be entitled to a percentage of the marketing/advertising sales total fee. After a firm is selected, contract negotiations will focus on developing a detailed scope of services.

V. Maintenance:

Responder shall keep the facility in good order and repair commensurate with the operation of the Responder's intended use of those premises and facilities, and as necessary to adequately protect spectators, guests, invitees, and participants, and shall at its sole cost and expense, make any repairs necessary to the leased premises for these purposes. The Responder must receive consent of the City prior to the scheduled repairs. The City shall, during the term of the

Agreement, provide services commensurate with the lease fee identified in the Agreement. Those services are related to normal facility upkeep including, but not limited to, plumbing, electrical and mechanical repairs to existing equipment that exceed \$750 per repair. The Responder will be responsible for all repairs \$750 per repair or less. The Responder will be liable for all damages that occur to the facility during the lease term. The City will be responsible for normal turf, related ground maintenance, roadway repairs and parking lot repairs.

VI. Professional Qualifications

Please Provide:

1. Professional Responder's name, address, and telephone number(s),
2. Name, qualifications and experience of key personnel available for this project,
3. Recent list of references and complete work(s) similar in nature.

VII. Criteria for Selection

All Proposals received shall be subject to evaluation by a selection committee of City staff. The evaluation shall be made for the express purpose of selecting the Proposal that most clearly meets the RFP requirements. The following areas will be considered in the selection:

1. Understanding of the RFP: Refers to the understanding of the City of Casper's needs, objectives of the RFP, and the nature and scope of the operation.
2. Qualifications: This includes the ability to meet the needs of the RFP.
3. Soundness of Approach: Emphasis shall be placed on stated techniques for operating the facility with realistic financial goals, and the maintenance, upkeep and improvements to the facility.
4. Cooperative Process: This refers to the understanding, expression, and historical experience that demonstrates a sensitivity to the need for developing a spirit of cooperation between user groups, the public and the operator.
5. Commitment: Consideration will be given to the Proposal that represents a commitment to making the 13th & Sycamore Ballfields contribute to the overall success, health and vitality of the City of Casper and its Parks and Recreation facilities.

VIII. Proposal Submittal and Time Table:

The Proposal due date is Friday, December 11th, 2020, at 4:00 p.m. Proposal submittals should be directed to: Phil Moya, Recreation Manager, (307) 235-8384. Proposals delivered in person may be hand carried to the Casper Recreation Center, 1801 East 4th Street, Casper, Wyoming 82601; mailed proposals must be addressed to the same. Both methods of delivery are subject to the same deadline date. Late proposals will not be accepted. It is the responsibility of the Responder to ensure that the proposal arrives prior to Friday, December 11th, 2020, at 4:00 p.m.

The successful Responder should be prepared to begin services and maintenance operations on January 1, 2021. The Responder's submittal of its Proposal will be the indication that they are able to meet this schedule.

IX. Proposal Submittal and Preparation Costs:

The Responder shall certify by signing and returning this Request for Proposal (RFP) that they have reviewed and is familiar with all requirements contained therein. The City will not be

responsible for, nor incur, any cost associated with the submittal or preparation of this Request for Proposal.

X. Contract or Lease Agreement Provisions

The contents of this RFP, for the successful Responder, may become contractual obligations if the City of Casper wishes to execute a contract based on the submitted proposal. Failure of the successful Responder to accept these obligations contractually, in a lease agreement, purchase order, contract, or similar instrument may result in cancellation of any agreement and such Respondent may be removed from future RFP solicitations.

XI. Insurance Provisions

The successful Responder must be able to procure and maintain, during the course of this project agreement, and any subsequent renewals; Commercial General Liability insurance, including products and completed operations, property damage, bodily injury & advertising injury with limits no less than the sum of Two Hundred Fifty Thousand Dollars (\$250,000) to any claimant for any number of claims arising out of a single transaction or occurrence; or in the sum of Five Hundred Thousand Dollars (\$500,000) for all claims arising out of a single transaction or occurrence. Coverage shall insure against any and all claims and losses arising out of any operations of the Responder, including the occupancy of the premises, sale, gift, serving, handling, or dispensing of any product including beverages. The successful Responder must also provide property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

Responder shall provide the City with certificates evidencing such insurance as outlined above prior to beginning any work under any agreement. Such certificates shall provide thirty (30) days advance written notice to the City of cancellation, material change, reduction of coverage, or non-renewal. Insurance certificates shall name the City as additional insured. Insurance provisions will be further detailed in the agreement executed with the successful Responder.

XII. Compensation

The Responder's compensation shall be from the operation of the facility, concessions and maintenance services, and sales of food, beverage, and merchandise items provided at the facility, during the term of the agreement.

XIII. Interviews

City staff will review all Proposals and select a maximum of three (3) candidates for interviews by a selection committee of City staff. Upon completion of the interviews, one group or individual will be selected. After a firm is selected, contract negotiations will focus on developing a detailed scope of services. In the event a satisfactory agreement cannot be reached, negotiations will be terminated and another firm will be selected. This process will be followed until a mutually satisfactory agreement is reached or the shortlist of the candidates is exhausted. Final selection will be made by the City Council by the execution of an agreement.

XIV. Contract Award

The City of Casper reserves the right to accept, reject, or request changes in any Proposal. The City of Casper will work closely with the selected Responder to develop or refine a detailed scope of work outlining the responsibilities of the Responder and the City.

XV. Addenda to the Request for Proposals

In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all persons who have received this Request for Proposal.

XVI. Late Proposals

Late Proposals will not be accepted. It is the responsibility of the interested parties to ensure that the Proposal arrives on, or prior to Friday, December 11th, 2020, at 4:00 p.m. (MST).

XVII. Response Material Ownership

The material submitted in response to the RFP becomes the property of the City of Casper and will only be returned at the City's option. Responses may be reviewed by any person after the final selection has been made. The City of Casper has the right to use any or all ideas presented in reply to this request. Disqualification of a respondent does not eliminate this right.

XVIII. Acceptance of Proposal Content

The contents of the Proposal of the successful Responder may become contractual obligations if the City of Casper wishes to execute a contract based on the submitted Proposal. Failure of the successful Responder to accept these obligations in a contract may result in cancellation of the award.

XIX. Reference Checks

The City of Casper reserves the right to contact any reference, or any persons or organizations listed in the documents for information which may be helpful to the City in evaluating the Responder's previous performance.

XX. Special Provisions

The City reserves the right to reject any and all proposals and to waive any informalities. The Responder shall be responsible and responsive to the City in its requirements within the scope of this RFP, and shall confer with and be guided by the directive of the City through the office of the Parks and Recreation Director, or his designated representative. The Responder shall attend any special meetings with the City Manager, or City staff, relating to questions, performance or negotiations concerning this proposal.

In the event that it becomes necessary to revise any of this RFP or addendum to this RFP will be provided to each responder. The City reserves the right to change submission date(s) for any reason, including an addendum or supplement to the RFP.

I have read, understand, and will comply with all of the conditions of this RFP, as it applies to my company responsibilities, as noted and quoted in the above proposal information.

Authorized Individual Signature: _____ Date: _____

Print Above Name: _____

Individual/Company Name: _____

Email Address: _____

Address (Street and/or P.O. Box): _____

City State ZIP Telephone