

AGENDA SHEET FOR PARK BOARD MEETING OF: May 12, 2011



Submitting Division
Recreation

Contact Person
Carl Strong

Phone No.
363-5415

COMMITTEE

- Riverfront
- Golf
- Recreation
- Land
- Urban Forestry
- North Bank Ad-Hoc
- Finance

CLERK'S FILE _____
RENEWS _____
CROSS REF _____
ENG _____
BID _____
REQUISITION _____

AGENDA WORDING:

Approve purchase of grounds maintenance equipment from Western Equipment Distributors, 2824 E Garland Spokane, WA 99207 in the amount of \$106,884.76 plus Washington State Sales Tax of \$9,298.97 for a total cost of \$116,183.73. Equipment includes a Toro HD Workman, Toro Sand Pro/Infield Pro, and one Toro Grounds Master mower.

BACKGROUND:

(Attach additional sheet if necessary)

This equipment is being purchased at prices per the National Intergovernmental Purchasing Association Alliance RFP #083004. This grounds maintenance equipment is needed for the operation of the various sports complexes and new baseball fields.

RECOMMENDATION: Approve Purchase

Fiscal Impact:

Expenditure: \$116,183.73
Revenue: \$
Budget neutral

Budget Account

3408-54100-94000-56405

ATTACHMENTS: Include in Packets:
On file for Review in Office of City Clerk:

SIGNATURES:

Requestor

Parks Accounting

Legal Department

Director of Parks and Recreation

DISTRIBUTION: Parks, Judy Moss
Risk Manager, Pam Schroeder
Parks,
Taxes and Lic, Marilou Lewis
Contractor

PARK BOARD ACTION:



Equipment & Irrigation Distributors

Seattle Main Office 20224 80th Ave. S., Kent, WA 98032 (253) 872-8858 Fax: (253) 872-6942

Spokane Office E. Garland Ave., Spokane, WA 99207 (509) 483-8665 Fax: (509) 483-7563

Oregon Office 19635 SW 129th, Tualatin, OR 97062 (503) 691-0250 Fax: (503) 691-0849

March 31, 2011

LARRY MARSH
SPOKANE, CITY OF
CENTRAL PARK MAINTENANCE
2305 E. Mallon Avenue
SPOKANE, WA 99202

Dear LARRY,

As we discussed, I am providing quotes for the equipment for the ball fields. I have priced these as per the NIPA contract. These configurations are the same as the previously purchased equipment as per your request. Please note that your local taxes are not included.

5040 Sand Pro #08705

Front lift assembly #08712
Front flex blade #08713

Mid mount assembly #08731
Solid Tine Toolbar

Nail Drag #08761
Drag Mat carrier system#08756
Steel Drag mat #08757

Total \$19,856.54

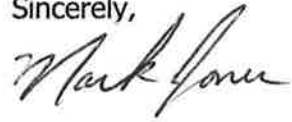
Thank you for the opportunity!

Sincerely,

Mark Jones 509-701-1467
Commercial Sales SCPS Certified

Please note there is a \$150.00 NIPA freight charge for 1 to 3 pieces. Please let me know if I can help. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Mark Jones". The signature is written in black ink and is positioned below the word "Sincerely,".

Mark Jones
Commercial Sales
Western Equipment Dist., Inc.



Equipment & Irrigation Distributors

Seattle Main Office 20224 80th Ave. S., Kent, WA 98032 (253) 872-8858 Fax: (253) 872-6942

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Mark Jones @ western-equip.com

March 31, 2011

LARRY MARSH
SPOKANE, CITY OF
CENTRAL PARK MAINTENANCE
2305 E. Mallon Avenue
SPOKANE, WA 99202

Dear LARRY,

Please see the following configuration for the HDXD 4-WD heavy duty Toro Workman. This is set up the same way that most of your Heavy Duty Workman except for the John Deere sweeper kit, including the unit at Merkel field, Qualchan Creek, Indian Canyon and Down River. These are priced as per the NIPA contract. All Toro equip carries a 1500 hour/2 year warranty on parts and labor.

Toro HDXD 4WD Workman #07371
High Flow hydraulic Kit #07316
Rear PTO kit #7419
Rear PTO overrunning clutch
Total \$26,237.23 + 8.7%

Please note that your local taxes are not included, and there will be a \$150 freight charge for up to 3 pieces of equipment. Thank You

Sincerely,

Mark Jones
Commercial Sales
Western Equipment Dist., Inc.

Cc:



Purchasing & Contracts >> Contracts

Printable Version

Lawn and Grounds Equipment

Contract#: 08506 **Replaces:** 04402

This is a catalog discount contract for various manufacturers/suppliers in 18 categories of lawn and ground equipment. Replaces Contract 04402.

The purpose of this contract is to establish a convenience-use contract for the as-needed purchase of agricultural lawn and grounds equipment in the following categories:

1. Hand Held Equipment
2. Walk-Behind Equipment
3. Riding Mowers-Up to 30 Horsepower
4. Lawn and Garden Tractors -Up to 30 Horsepower
5. Equipment for Riding Mower, Lawn and Garden Tractors
6. Residential Front Mowers and Equipment
7. Commercial Walk-Behind Mowers and Equipment
8. Commercial Ztrack Mowers and Equipment
9. Commercial Front Mowers and Equipment
10. Commercial Wide Area Mowers
11. Industrial Mowers
12. Compact utility tractors-Up to 48 Horsepower
13. Equipment for Compact Utility Tractors
14. Utility Tractors-Up to 65 Horsepower
15. Equipment for Utility Tractors
16. Utility Vehicles-Up to 65 Horsepower
17. Equipment for Utility Vehicles
18. Tractors, 2x4 and 4x4 70 to 120 Horsepower
19. Agricultural equipment
20. Golf & Turf
21. Commercial Lawn Shredders And Chippers

Current Term Start Date: 02-01-2011 **Award Date:** 01-30-2007 **Est. Annual Worth:** \$10,984,952
Current Term Ends On: 01-31-2013 **Final Term Ends On:** 01-31-2013 **Commodity Code(s):** 2410,2417,2420,2431,2805,3720,3750,3805,3815
Diversity: 0% WBE 0% MBE **# of Bids Received:** 16
Contact Information: Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Who can use this contract?

- ✦ Washington State agencies
- ✦ Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- ✦ Participating Colleges, Universities, Community & Technical Colleges
- ✦ Oregon Coop Members

Contract Documents & Resources

- ✦ View Current Contract Information (CCI)
- ✦ Original Solicitation Document
- ✦ Solicitation Addendum
- ✦ Contract Activity
- ✦ Submit Contractor Feedback
- ✦ Best-buy Notification

Contractor(s):

- ALAMO SALES CORP.
- BRIM TRACTOR COMPANY, INC
- CNH AMERICA LLC
- EXCEL INDUSTRIES, INC.
- HORIZON DISTRUBUTORS INC.
- J AND I POWER EQUIPMENT INC.
- JOHN DEERE COMPANY
- MORIDGE MANUFACTURING, INC.
- MTD CONSUMER PRODUCTS
- STAN BONHAM CO.

(RMT Equipment)

TIGER CORPORATION

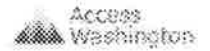
WESSPUR TREE EQUIPMENT

WESTERN EQUIPMENT DISTRIBUTORS INC.

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

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AGREEMENT

THIS AGREEMENT is between the CITY OF SPOKANE PARKS AND RECREATION DEPARTMENT, as "City" and CENTERPLATE, whose principal place of business is located at 720 West Mallon Avenue, Spokane, Washington 99201, as "Centerplate".

WHEREAS, the City owns Joe Albi Stadium and would like to secure a concessionaire to provide Food and Beverage Concession Services at the facility; and

WHEREAS, Centerplate's proposal dated March 14, 2011 best suits the City's requirements as stipulated in its Request for Proposal; --Now, Therefore,

The parties agree as follows:

1. CONCESSIONS: The City grants Centerplate the right to PROVIDE FOOD AND BEVERAGE CONCESSION SERVICES AT JOE ALBI STADIUM'S CENTRALIZED CONCESSION AREAS LOCATED AT THE STADIUM'S MAIN SOUTH ENTRANCE AND CONCESSION STANDS AT THE WEST SIDE OF THE STADIUM in accordance with this contract and Centerplate's proposal dated March 14, 2011. Centerplate shall have exclusive food and beverage rights for all tournaments and league play with the exception of national events. Menus including pricing are listed on the attached "Exhibit A".
2. CONTRACT TERM. This contract shall begin upon signatures of both parties and run for three (3) years from the date of signature, unless terminated earlier. Contract renewals or extensions, if any, shall be at the sole discretion of the City. The contract may be extended for two (2) additional one-year contract periods, subject to mutual agreement, with the total contract period not to exceed five (5) years.
3. SCOPE OF SERVICES. Centerplate will be required to provide the following services.
 - A. Provide a minimum level of concessionaire services as deemed necessary by the Spokane Park and Recreation Department ("Department") staff at all scheduled events, opening a minimum of one half hour prior to sporting events.
 - B. Secure prior approval of Department staff of menu items and of all items to be sold.
 - C. Serve brand soft drink products in accordance with Department exclusive product

rights agreements. Non-alcoholic beverage vending machines may be a part of an exclusive product rights agreement and are not included in this contract.

- D. Provide all food and beverage and related disposable supply inventory.
- E. Provide cleaning and sanitation of all concession stand areas and seating areas in close proximity to concession areas.
- F. Secure necessary permits for the operation as required by City ordinance and State Law.
- G. Beer and wine may be sold only during select events and Centerplate will be responsible for licensing requirements.
- H. Beverages may not be sold in glass containers.
- I. Centerplate shall pay for 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 the Department and meet City of Spokane building codes.
- J. Concessions shall remain open until the end of the final game scheduled for the day, or at 10:00 p.m., or, at the end of the sixth inning of the final game if play extends past 10:00 p.m.
- K. All sales transactions shall be processed through a cash register.
- L. On-site furnishings not contained to the designated concession will be stored off site when not in use.
- M. Limited seasonal concession office space is available for use at the facility.

4. CONSIDERATION.

A. Centerplate shall pay the City as follows:

- 1) Concessions, food, beverages and alcoholic beverages: forty-two percent (42%).
- 2) Catering food, beverages and alcoholic beverages: five percent (5%).
- 3) Third party subcontractor food and beverage: forty-two percent (42%).

The percentage will be from the gross receipts, less sales tax, payable at the end of each calendar month.

B. In addition, Centerplate shall pay any applicable taxes, including but not limited to the Leasehold Excise Tax required by RCW 82.29A. Centerplate has the burden to file for the annual exemption and to produce a file copy of the annual exemption for the City in order to provide legal exemption. As of the date of this contract, the leasehold tax rate is 12.84% of consideration for use of the property per month. Should the excise tax change during the term of this contract, Centerplate shall be responsible for the increase.

5. REPORTING. Centerplate will keep accurate accounting of all income received by the concessions. The City may audit the books during normal business hours during the period of the contract. A monthly report is required and will be sent to the Spokane Parks and Recreation Department, Fifth Floor, City Hall, 808 West Spokane Falls Boulevard, Spokane, Washington 99201.

6. COMPLIANCE WITH LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations.

7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor – employer relationship will be created by this agreement.

8. INSURANCE. During the term of the contract, Centerplate shall maintain in force 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 indemnity provided under the contract. It shall provide that the City of Spokane, the Spokane Parks and Recreation Department, their officers and employees are additional insureds but only with respect to Centerplate's services to be provided under the contract;

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.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from Centerplate or its insurer(s) to the City.

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

9. **INDEMNIFICATION**. Centerplate shall defend, indemnify and hold harmless the City, its officers and employees, from all claims, demands, or suits in law or equity arising from Centerplate's negligence or breach of its obligations under the contract. Centerplate's duty to indemnify shall not apply to liability caused by the sole negligence of the City, its officers and employees. Centerplate's duty to indemnify for liability arising from the concurrent negligence of the City, its officers and employees and Centerplate, its officers and employees shall apply only to the extent of the negligence of Centerplate, its officers and employees. Centerplate's duty to indemnify shall survive termination or expiration of the contract. Centerplate waives, with respect to the City only, its immunity under Title 51 RCW, Industrial Insurance.

10. **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 this 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.

11. **BUSINESS LICENSE REQUIREMENT**. Section 8.01.070 of the Spokane Municipal Code states that no person may engage in business with the City without first having obtained a valid business license. Centerplate 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.

12. **ANTI-KICKBACK**. No officer or employee of the City of Spokane, having the power or duty to perform an official act or action related to this contract shall have or acquire any interest in the contract, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in this contract.

13. **ASSIGNMENTS**. Neither party may assign, transfer or subcontract its interest, in whole or in part, without the other party's prior written consent. In the event of an assignment or transfer, the terms of this contract shall continue to be in full force and effect.

14. **DISPUTES**. This contract shall be performed under the laws of the State of Washington. Any litigation to enforce this contract or any of its provisions shall be

brought in Spokane County, Washington.

15. TERMINATION. Either party may terminate this contract, for cause, upon ten (10) days written notice to the other party.

Dated: _____


CITY OF SPOKANE PARKS AND
RECREATION DEPARTMENT

By: _____
Director

Attest:

Approved as to form:

City Clerk



Assistant City Attorney

Dated: _____

CENTERPLATE

E-Mail address, if available: _____

City of Spokane Business License No.

By: _____
Title: _____

JOE ALBI STADIUM MENU

Beverages:

Soft Drinks	Regular	22 oz	Pepsi Cola	\$3.50
	Large	32 oz		\$4.00
Coffee	Large	16 oz	Craven's	\$2.75
Hot Cocoa	Large	16 oz		\$2.75
Bottled Water		20 oz		\$2.75
			Aquafina	\$3.25

Snacks:

Jumbo Pretzels	Jumbo		J&J Snacks	\$2.75
Popcorn	Tub	85 oz		\$4.00
Candy			Variety	\$3.00
Ice Cream Novelties			Haagen Dazs / Minute Maid	\$3.75
Nachos				\$3.50
Extra Cheese				\$1.00
Cotton Candy				\$3.50

Food:

Hot Dog		8 / lb		\$3.00
Super Dog		5 / lb		\$3.75
Smoked German Sausage		5 / lb		\$4.50