

Request for Proposal (RFP)

Tollgate Farm Stand Operations

Si View Metropolitan Park District

PO Box 346

North Bend, WA 98045

Overview:

Si View Metropolitan Park District is seeking proposals from individuals or businesses to partner with the District to operate and manage the “Farm Stand” at Tollgate Farm Park Barn, located in North Bend Washington. The District is interested in facilitating the operation of a seasonal, or year round Farm Stand located in the Tollgate Barn and any additional alternative scenarios for activating the facility in a manner that is consistent with its current character, benefits the local residents and is complimentary to the current and future development of the adjacent park. Additionally, include any potential opportunities you might see for other roles the Farm Stand could play in local economic development with particular focus on local agriculture.

A. GENERAL BACKGROUND

Tollgate Farm Park is roughly 400 acres in total with roughly 80 activated acres and the rest in conservation. The activated acres include trails, playgrounds, ball fields on one end and on the other a newly constructed barn and recently renovated 1905 farmhouse. The site is owned by the City of North Bend and through an interlocal agreement is operated by Si View Metropolitan Park District. It is the District’s intention to activate the park with recreation and agriculture programming with the long term goal of developing the parcel into a regional community park with public and private agricultural operations that occur in the barn, farmstand, farmhouse and leased pasture areas. Any operations of the farm stand should augment current use and will compliment future development and activation of the property.

Si View Metropolitan Park District has a history of working with and collaborating with organizations to provide and manage regional park properties and trails. Si View MPD’s 190,000 program patrons include outdoor enthusiasts of all ages and interests, families, youth and adult sports organizations, dog enthusiasts, senior citizens, runners, bicyclists, walkers, etc.

Si View MPD will consider proposals specific to the operations of the Farm Stand and proposals with the intent to compliment any existing agriculture operations or future operations. It is the District’s intention to award a single contract from the proposals submitted in response to this solicitation.

B. ADDITIONAL INFORMATION

The following information may be helpful in the development of responses to this RFP:

- There is 3 acres of arable land for cultivation in the North Pasture that has wildlife fencing around it. This area will be available for intermediate farmers through a separate request for proposals (RFP).
- There is a total of roughly 55 acres of leased pasture land adjacent to and across the road for future livestock and some farmers currently under contract.
- The Farm Stand is approximately 432 square feet. Includes space for dry storage, storage coolers, retail inventory, display racks, beverage coolers, and décor.

- The Farm Stand has two roll up doors with space out front of the barn to roll out display racks/inventory.
- There is currently 288 square feet set aside for a walk in freezer/refrigerator. Si View MPD will purchase the walk in. The operator of the farm stand has the opportunity to manage the freezer space in a way that compliments their operations. This can be for inventory, or leasing to other farmers for storage, CSA site or however the Farms Stand operator sees fit to compliment operations.
- All lease agreements will be subject to a 12.68% Leasehold Excise Tax in addition to the lease amount.

C. CONTRACT LENGTH

The contract term will be effective upon the date of contract execution for one or more years with the option to renew for additional terms subject to the “Term”, “Extension Options” and the “Termination” provisions of the District’s Lease Agreements. Contract prices shall remain fixed during the contract term.

D. PROPOSAL (SUBMITTAL) REQUIREMENTS

Proposals (submittals) shall include, at a minimum, the following:

1. Plan Approach / Innovation:

- Indicate your intended core business operations and how your proposed services will be implemented.
- List any additional unique or innovative business operations, activities, or events in your proposed plan and how those features would be of benefit to the District and its residents; such as increased property usage, use of the District Park day use or potential future uses that could occur in the park, etc.
- Indicate any specific District involvement in your plan and the approach you propose.
- Provide a complete description to clearly articulate what capital improvements you may be offering, or services you are offering at the site.

2. Previous Business Experience / Technical Expertise / References:

- Background/Experience: Include the number of years the firm has been in business for the proposed operations and any previous or additional names under which the firm has conducted business. Also include any experience providing services in parks or other venues serving the general public including a description of those services name of the venue.
- References: Provide at least two references, within the past 5 years, to whom you have provided services or conducted business. Briefly describe each venue and for each reference provide a current contact name, email and phone number.
- Services: Briefly describe the business operations or services provided for each client and for each reference provide up-to-date individual contact name with email and phone number.

3. Revenue and Benefit to the District:

Provide the proposed revenue (rent) offered to the District for use of the facility and indicate any other benefits offered.

4. Capital Improvements Offered:

Describe any improvement you propose to make at no cost to the District.

- E. LEASE AGREEMENT & CONDITIONS:** By this reference, the District's Sample Lease Agreement (Attachment A) are made a part of this RFP and will be used as the basis for preparing final agreements with the successful proposers compliant with applicable law and in the best interests of the District. Proposers are advised to carefully read the sample Lease Agreement and to indicate general acceptance of the agreement with the submission of their proposals. The proposal shall identify any additional contract provisions to be sought by the proposer and shall also identify provisions the proposer considers unacceptable and suggest alternate language.
- F. LEGAL ACTION:** Exceptions and Disclosure, any current or recent (within past five years) legal action in progress or taken against the firm or individuals.
- G. DISCLOSURE:** Exceptions and Disclosure, all business transactions and relations within the past five years that may create or be perceived to create a conflict of interest. Any business dealings or recommendations of a service or firm that may respond to the RFP for Public Private Partnership with Si View Metropolitan Park District shall be disclosed.

H. EVALUATION AND SELECTION

Evaluation of the responses will be based on the extent to which the response meets the requirements stated above and the District's determination as to the extent to which the respondent is likely to be able to achieve the desired results and fulfill the purposes of the contract. Selection will be based on criteria including but not limited to:

1. Experience/expertise	<ul style="list-style-type: none">• Previous related business experience and qualifications.
2. References	<ul style="list-style-type: none">• History and performance of firm conducting similar forms of business.• References and recommendations of previous clients.
3. Business Plan	<ul style="list-style-type: none">• Intended business operation is complimentary to surrounding community and park.• Partnership strength / innovative and unique features / solutions and implementation plan and timeline.
4. Proposed financial revenue or other benefits offered.	<ul style="list-style-type: none">• Proposed financial revenue in exchange for use of the space.• Any proposed capital improvements
6. Interview	<ul style="list-style-type: none">• At the discretion of the District, interviews may be arranged to assist in making a final selection.

Si View Metropolitan Park District is aware of the time and effort required to prepare responses to proposals and invites vendors to let us know of any proposal requirements that are unclear and/or create difficulty in responding. Si View Metropolitan Park District reserves the right to reject any and/or all proposals and to waive any informalities or irregularities in procedure.

*Proposals are due no later than **12:00 Noon on Wednesday, December 15th, 2023**. Proposals can be emailed to the address below or hand delivered to the Administration Office located at 400 SE Orchard Drive, North Bend, WA 98045. Questions regarding the proposal should be directed to Executive Director, Travis Stombaugh, 425-831-1900 tstombaugh@siviewpark.org.*

ATTACHMENT A

LEASE AGREEMENT

This Lease Agreement (the "Lease") is entered into on this ____ day of _____, 20__, between the Si View Metropolitan Park District, a Washington municipal corporation, (the "Lessor") and _____ (the "Lessee"). Lessor and Lessee hereby agree as follows:

1. **PREMISES**: Lessor leases to Lessee the vacant property currently situated at _____, XXXXXXXX, Washington (the "Premises").
2. **TERM**: The Term of this Lease shall commence on _____, and shall terminate on _____, in accordance with the termination provisions set forth in Section 21, unless sooner terminated as a result of a default by either party hereunder.
3. **POSSESSION**: Lessee shall be deemed to have accepted possession of the Premises in an "as-is" condition. The Lessor makes no representations to Lessee regarding the Premises and the Lessee shall be responsible for performing any work necessary to bring the Premises into condition satisfactory to Lessee. Lessee shall not engage in any improvements or alterations to the Premises without the express written consent of the Lessor.
4. **RENT**: Lessee covenants and agrees to pay Lessor, at Lessor's address, without deduction or offset, rent of _____ (\$____) per month ("Rental Payment"). The Rental Payment shall be remitted to Lessor monthly. The first Rental Payment shall be _____ and shall be pro-rated from the commencement date of this lease agreement. Rent Payments are due within fifteen (15) days following the last day of each month. Any and all ancillary costs associated with Lessee's use of the Premises shall be borne by Lessee.
5. **LEASEHOLD EXCISE TAX**: Lessee shall pay any leasehold excise tax due pursuant to RCW 82.29A to Lessor by December 31 of each year. If the State of Washington changes the leasehold excise tax or another jurisdiction also imposes this tax, the tax payable by Lessee shall be correspondingly changed.
6. **USE**: Lessee shall use the Premises for the following purposes:
_____.
7. **LESSEE MAINTENANCE AND REPAIR RESPONSIBILITY**: Lessee shall, when and if needed, at Lessee's sole expense, make repairs to the Premises and every part thereof; and Lessee shall maintain the Premises in a neat, clean, sanitary condition. Lessee shall surrender the Premises to the Lessor in good condition upon the termination of this Lease, reasonable wear and tear excepted.
8. **SIGNAGE**: Lessee shall obtain the Lessor's written consent before installing any signs up on the Premises. Lessee shall install any approved signage at Lessee's sole expense and in compliance with all applicable laws. Lessee shall not damage or deface the Premises when installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.
9. **UTILITIES**: Lessee shall pay when due all charges for water, heating, gas, electricity and other public or private utilities used on the Premises during the Term. If Tenant shall fail to pay any utilities as required above, Lessor, may, at its option, pay such utilities (without affecting any

other remedy available to the Lessor) on account of Lessee and the same shall be deemed immediately due and payable by Lessee to Lessor.

10. **DESTRUCTION OF PREMISES:** If the Premises are completely or partially destroyed by fire or other casualty, or if they are damaged by an uninsured casualty, or by an insured casualty to such an extent that the damage cannot be repaired within sixty (60) days of the occurrence, Lessor shall have the option to restore the Premises or to terminate this Agreement on thirty (30) days written notice, and Lessee shall have the option to terminate this Agreement on thirty (30) days written notice, effective as of any date not more than sixty (60) days after the occurrence. If this Section becomes applicable, Lessor shall advise Lessee within thirty (30) days after such casualty whether Lessor elects to restore the Premises or to terminate this Agreement. If Lessor elects to restore the Premises, it shall commence and prosecute the restoration work with diligence. For the period from the date of the casualty until completion of the repairs (or the date of termination of this Agreement, if Lessor elects not to restore the Premises), the monthly minimum rent shall be abated in the same proportion that the untenable portion of the Premises bears to the whole thereof, unless the casualty results from Lessee's negligence or its breach of its obligations under this Agreement.
11. **ALTERATIONS AND ADDITIONS BY LESSEE:** After obtaining the prior written consent of the Lessor, Lessee may make, at its sole expense, such additional improvements or alterations to the Premises, which it may deem necessary or desirable. Any repairs or new construction by Lessee shall be done in conformity with plans and specifications approved by the Lessor. All work performed shall be done in a workmanlike manner and shall become the property of the Lessor; provided, Lessee may remove any fixtures that can be removed without damage to the Premises, including but not limited to _____.
12. **LIENS:** Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee.
13. **INDEMNIFICATION AND HOLD HARMLESS:** Lessee shall defend, indemnify and hold harmless Lessor, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of Lessor.
14. **INSURANCE:** Lessee shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the Lessee and his or her guests, representatives, volunteers and employees. Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit Lessor's recourse to any remedy available at law or in equity. Lessee's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The Lessor shall be named as an additional insured on Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that the Lessee's insurance coverage shall be primary insurance as respect the Lessor. Any insurance, self-insurance, or

self-insured pool coverage maintained by the Lessor shall be excess of the Lessee's insurance and shall not contribute with it. If the Lessee maintains higher insurance limits than the minimums shown above, the Lessor shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by the Lessee are greater than those required by this contract or whether any certificate of insurance furnished to the Lessor evidences limits of liability lower than those maintained by the Lessee. The Lessee shall provide a certificate of insurance evidencing the required insurance before using the Premises. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VI.

15. **ASSIGNMENT AND SUBLETTING:** Lessee shall not assign this lease or any part thereof, either by operation of law or otherwise, without first obtaining the prior written consent of the Lessor.
16. **DEFAULT:** Failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease, where such failure shall continue for a period of ten (10) days after written notice from the Lessor to cure the default, shall constitute a default and breach of the Lease by the Lessee. Lessor shall notify the Lessee promptly of any default not by its nature necessarily known to the Lessee.
17. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS:** Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances, and governmental rules, regulations or requirements now in force or which may hereafter be in force relating to or affecting the conditions, use, or occupancy of the leased premises.
18. **PERMITS:** Lessee shall, at its sole cost and expense, be responsible for obtaining any permits or licenses that are necessary to perform the work and covenants of this Lease.
19. **NOTICE:** All notices under this lease shall be in writing and shall be effective when mailed by certified mail or delivered to Lessee at the address below stated, or to Lessor at the address below stated or to such other address as either party may designate from time to time:

LESSEE:

SI VIEW MPD
ATTN: Finance Manager

LESSOR:

20. **TERMINATION:** Either party has the right to terminate this Agreement if the other party is in default of any material obligation or representation of this Lease which default is incapable of cure, or which being capable of cure, is not cured within ten (10) days after receipt of written notice of such default.
21. **APPLICABLE LAW; VENUE; ATTORNEY'S FEES:** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.
22. **AUTHORITY OF LESSEE:** Lessee, and each individual executing this Lease on behalf of Lessee, represent and warrant that s/he is duly authorized to execute and deliver this Lease, and that this Lease is binding upon Lessee in accordance with its terms.

23. **WAIVER AND FORBEARANCE:** No waiver by the Lessor of any breach or default by Lessee of any of its obligations or agreement or covenants herein, shall be deemed to be a waiver of any subsequent breach or default of the same or any other covenant, agreement or obligation, nor shall forbearance by the Lessor to seek remedy for any breach or default of Lessee be deemed a waiver by the Lessee or its rights and remedies with respect to such breach or default.
24. **ENTIRE AGREEMENT; MODIFICATION:** This Lease, together with any attachments or addenda, represents the entire and integrated Lease Agreement between the Lessor and the Lessee and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Lease shall be of any force or effect unless it is in writing and signed by the parties.
25. **SEVERABILITY AND SURVIVAL:** If any term, condition or provision of this Lease is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Lease, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Lease, shall survive termination of this Lease.

IN WITNESS THEREOF, the parties hereto have executed this Lease the date and year above written.

Si View Metropolitan Park District:

LESSOR:

By:_____

By:_____

Its: Executive Director

Its:_____

Date:_____

Date:_____

Attachment B

Layout

