

Request for Proposal

to provide Food and Beverage, Catering, and Concession Services for the Sioux City Explorers and Mercy Field at Lewis and Clark Park operated by Sioux City Explorers Baseball Club, LLC.

RFP Date: January 31, 2019

Qualifications and Indication of Interest Date: February 15, 2019

Proposal Due Date: March 1, 2019

I. PROJECT OVERVIEW

The Sioux City Explorers Baseball Club, LLC (henceforth referred to as “Team”) leases and operates Mercy Field at Lewis and Clark Park (henceforth referred to as “Stadium”) from the City of Sioux City, Iowa located at 3400 Line Drive with an approximate capacity of 3,500 seats for use during all fifty (50) home games played by the Team, and other events such as amateur sporting events, community/non-profit events, concerts, and other events to be determined.

The Stadium capacity is made up by the following fan seating options:

Four (4) Suites, 12-person capacity in each suite = 48

830 Box Seats

2,217 Reserved seats

486 Bleacher / General Admission seating

Total Capacity 3,581

2018 Season Actual Attendance	31,100
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2017 Season Actual Attendance	32,101
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2016 Season Actual Attendance	35,595
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The Team is seeking Proposals from qualified persons or organizations (henceforth referred to as “Proposer”) to provide, on an exclusive basis, the Food and Beverage services at the Stadium. The facilities at the Stadium consist of one main kitchen/concession prep area servicing five (5) windows, two (2) portable/mobile stands that provide specialty items and/or act as additional beverage points of sale, and a permanent service stand located in a group event / party deck area.

The Agreement will be for the Food and Beverage Sales, Catering Services, and Concessions for the Stadium. It may include clubhouse services for the Team.

Although the Team is expecting to enter into an Agreement with a single operator, the Team reserves the right to enter in negotiations with one or more persons or organizations for the catering services at the Stadium that represent the best economic and qualitative returns for the Team.

The Team, at its sole discretion, shall have the right to determine whether any Proposer has the qualifications necessary to proceed in this process. Furthermore, the Team, at its sole discretion, shall have the right to select a Food and Beverage provider from proposals submitted.

Merchandise services for the sale of merchandise and other non-consumables is not included for this RFP.

The term of the Agreement for will be for a period of not less than one (1) year and not more than five (5) years.

Before submitting Proposals, each Proposer shall conduct confirmatory due diligence, including but not limited to site visitations, market analysis, analysis of spending patterns for the region, and any other examination that is reasonably necessary to submit an informed proposal. Any

failure to conduct such due diligence shall not relieve the Proposer from any obligations contained in their Proposal.

All costs associated with developing and presenting Proposals in response to this RFP are the sole obligation of the Proposer, regardless of the outcome of the selection process.

The Team reserves the right to cancel, at any time and for any reason, this solicitation and reject any and all qualifications statements and/or submitted proposals. The Team shall not have any liability to any Proposer arising out of such cancellation or rejections. The Team reserves the right to waive variations in the selection process.

II. PROPOSAL PROCESS AND REQUIREMENTS

Proposal Timetable: The following timetable has been established by the Team for the issue, response, and award of contract for the Services described in this RFP. The Team reserves the right to modify this timetable and will notify each Proposer of any change in the schedule.

RFP Issue Date	January 31, 2019
Qualifications and Indication of Interest Date	February 15, 2019
Submission of Questions and Inspections of Stadium	February 15-28, 2019
Proposal Due Date	March 1, 2019
Selection of Preferred Proposer	March 8, 2019
Contract Negotiations	March 8 – March 15, 2019
Contract Execution Date	March 22, 2019
Expected Service Commencement Date	April 1, 2019

Qualifications and Indication of Interest – Proposers are expected to deliver a letter of Qualifications and Indication of Interest to provide the Services requested under this RFP no later than 5:00 pm CST, February 15, 2019 to:

Sioux City Explorers
600 Stevens Port Drive
Suite 104
Dakota Dunes, SD 57049

Or electronically to

promotions@xsbaseball.com

As a part of the letter of Qualifications and Indication of Interest, Proposer shall provide a list of venues where the Proposer has provided or currently provides services similar to the Services set forth in this RFP over the past five (5) years. Please provide information regarding: name, address, contact name, length of service, size of the venue, number and type of events. Provide a detailed description of the services provided (Catering, Concessions, Premium Food and Beverage Services). In addition, the Proposer shall provide, in completed form, Exhibit 1 – "Proposer Background Information", Exhibit 2 – "Acknowledgement and Attestation Form" and Exhibit 3 – "Confidentiality Agreement."

Questions and Communications. Questions regarding interpretation of the content of this RFP must be in writing and directed to the physical or email address provided above. Questions may be submitted up to five (5) days before the deadline for submitting the Proposal. The Proposers considering responding to this RFP are strictly prohibited from communicating with any member of the staff of the Team in regard to this RFP as all question shall be submitted described in the manner above.

Proposer Costs. The Team does not and will not assume any responsibility for costs incurred in the preparation, submission, presentation or negotiation of the responses to or agreements rising from this RFP; including negotiation of the final Agreement.

Award Criteria

The following is a representative (but not exhaustive) list of key attributes and responses that will be utilized by the Team in developing the short list of qualified Proposers who will proceed to the next level of the Proposal process:

- Financial Response
- Past Experience and Qualifications
- Creativity
- Customer Service Programs and Fan Value
- Business Partnership with Sponsorship, Marketing, and Ticket Sales

Required Submittals

Each Proposal must include the following:

- Proposer Background Information
- Financial Proposal
 - Financial proposal shall include a plan for (1) percentage of gross revenues, and (2) Profit and Loss sharing and should include an outline with or without investment capital.
- Provide acknowledgment that, if selected, your company will be able to apply for and obtain the necessary state and local licensing to hold the appropriate liquor license for the Stadium.
- Provide acknowledgment that your company will be able to obtain the necessary state or local license for food service operations.
- Provide acknowledgement that your company will be able to provide adequate coverage for Worker's Compensation Insurance, Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Commercial Liquor Liability Insurance coverage in terms acceptable to the Team.

Each Proposer is also encouraged to include submissions relating to: staffing and service philosophy, sales and marketing promotions, menu recommendations, quality and service enhancements to the Stadium, and utilization of branded products with particular emphasis on locally well-known brands and products.

EXHIBIT 1

PROPOSER BACKGROUND INFORMATION

Proposer Information:

Company Name
Business Address
City, State, Zip
Main Telephone Number
Contact Person
Direct Phone
Email

Please check one of the following and enter the information in the appropriate section.

Type of Entity

A. Individual / Sole Proprietor

B. Corporation / LLC

C. Partnership

D. Other Describe: _____

A. Individual / Sole Proprietor

Owner's Name: _____

Home Address: _____

City, State, Zip: _____

FEIN: _____

DBA / Trade Name: _____

Owner's SSN: _____

Owner's D.O.B. _____

B. Corporation / LLC

_____, a corporation organized under the laws of the state of
_____ and domiciled at (City and State) ; address _____
_____ and
authorized to do business in the state of Iowa.

This agreement will be signed by (authorized officer) _____

FEIN: _____

C. Partnership

Name of Partnership: _____

FEIN: _____

Members/Partners (Provide a list of partners and share of ownership)

Managing Partner _____

Address of Managing Partner: _____

_____, a Partnership organized under the laws of the State of _____ and domiciled at _____ and authorized to do business in the State of Iowa.

The Agreement will be signed by (Name of partner) _____

D. Other Business Entity

Owner's Name: _____

Home Address: _____

City, State, Zip: _____

FEIN: _____

DBA / Trade Name: _____

Owner's SSN: _____

Owner's D.O.B. _____

EXHIBIT 2

SIOUX CITY EXPLORERS ACKNOWLEDGEMENT AND ATTESTATION FORM

In submitting this Proposal for Food and Beverage, Catering, and Concession Services, the undersigned has certified that the Proposer has reviewed the RFP dated January 31, 2019 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFP and/or from the Team on a confidential basis.

The Proposer understands the Team reserves the right to reject any and all Proposals in accordance with their best respective interests. The Proposer submitting a response does so at its own expense.

I hereby certify that the foregoing is true and correct.

Proposer's (Full entity name) Name: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 3

CONFIDENTIALITY AGREEMENT

(To Be Submitted With Proposal)

This Confidentiality Agreement (the "Agreement") made and entered to as of the _____ day of _____, 2019, by and between Sioux City Explorers Baseball Club, LLC, (the "Team") and _____ ("Proposer") in connection with the provision of Food and Beverage, Catering and Concession Services for Mercy Field at Lewis and Clark Park (the "Stadium"). The Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

The Team is considering retention of or has retained the Proposer to assist in consulting or working at the Stadium. Because the Proposer may have access to confidential and proprietary information of the Team as a result of the Project, the Proposer agrees that its access to and/or receipt of the Confidential Information (as hereinafter defined) will be subject to the following terms and conditions:

1. For purposes of this Agreement, "Confidential Information" means any and all information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants. Notwithstanding the above, Confidential Information will not include any information that (a) is or becomes public knowledge other than by the Proposer's act or omission or (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.
2. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the Proposer will (a) not disclose any Confidential Information to any third party nor give any third party access thereto, and (b) only disclose the Confidential Information to those of its employees or agents who need to know such information for purposes of completing the Project and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the Project Participants of work product received from the Proposer shall not be considered a breach of this Agreement.
3. The Proposer will use at least the same degree of care to avoid the publication, disclosure, reproduction, or other dissemination of the Confidential Information as employed with respect to its own valuable, proprietary information which it protects from unauthorized publication, disclosure, reproduction or other dissemination and in no event shall the Proposer use less than reasonable care.
4. If the Proposer receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a

subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the Proposer shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made, (b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.

5. The Proposer acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which may be difficult to ascertain. Accordingly, the Proposer agrees that the Project Participants will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the Project Participants may have. The Proposer will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) Applicable Law or official requests, at the election of the Team, as applicable, destroy or return to the Project Participants any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the Project Participants or the completion of the Project and will certify in writing to the Project Participants that it has completed the foregoing.
6. In the event of any litigation between the Project Participants and the Proposer in connection with this Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.
7. All references to the Proposer herein also include any of its officers, directors, employees, attorneys, agents, professional advisors and independent contractors and any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement are severable and in the event any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein. The Proposer represents and warrants that it has the right and authority to enter into and perform this Agreement. This Agreement may

not be assigned without the Project Participants' prior written consent (in their sole discretion). This Agreement shall be construed in accordance with the internal laws of the state of Iowa, USA, without regard to its principles of conflicts of laws. None of the provisions of this Agreement can be waived or modified except expressly in writing by the parties hereto.

Dated and effective this _____ day of _____, 2019

TEAM:

Sioux City Explorers Baseball Club, LLC

By: _____

Name: _____

Title: _____

PROPOSER:

LEGAL NAME OF PROPOSER: _____

By: _____

Name: _____

Title: _____