



ISSUED: JANUARY 12, 2026  
PROPOSAL DEADLINE: MARCH 4, 2026

# Jacob Myers Park

Request for Proposals  
Food Vendor Services Summer 2026



**CITY OF RIVERBANK PARKS AND RECREATION DEPARTMENT**  
6707 THIRD STREET, RIVERBANK, CA 95367

## **Request for Proposal (RFP) for Food Vendor Services at Jacob Myers Park**

### **INTRODUCTION**

The City of Riverbank is seeking proposals from qualified vendors to provide food services at Jacob Myers Park during the operational months of May through September. The park is a popular destination for families, outdoor enthusiasts, and community events, and providing quality food options will enhance the visitor experience.

### **BACKGROUND**

Jacob Myers Park is a park facility over 30 acres that is owned by the City of Riverbank. Each year, the park hosts thousands of visitors to enjoy many of the park's amenities like the Stanislaus River, walking paths, playground, and a dog park. During the months of April through September, the City of Riverbank charges entry fees to enter the facility on Fridays, Saturdays, Sundays, and holidays.

### **SCOPE OF SERVICES**

#### **General Services**

The proposer will be responsible for:

- Operating a food service facility within Jacob Myers Park during specified hours of operation.
- Providing a diverse menu of high-quality food items, including but not limited to snacks, beverages, and hot meals.
- Maintaining cleanliness and sanitation standards in compliance with California Health and Safety Codes.
- Ensuring all food items meet relevant health and safety regulations and are stored, prepared, and served appropriately.
- Offering environmentally friendly packaging options to reduce waste.
- Coordinating with park management for any special events or programming that may require food service support.

#### **Food Storage, Preparation, and Service**

The proposer shall be responsible for the procurement, preparation, and service of all food and beverages. The proposer shall procure and pay for all food, food supplies, and related products used at the site. All foods prepared off-site shall only be prepared at a location approved by the City.

The City will provide the following:

- Trashcans
- Picnic Tables

The proposer will provide the following:

- Power and Electricity
- Water

Any additional equipment, utensils, and storage will be the proposer's responsibility to provide.

### **Terms of Contract and Food Service Days and Hours**

The initial term of this Agreement shall be for one (1) year, unless earlier terminated by the City in accordance with the provisions herein. Unless otherwise agreed to in writing by both parties, operations shall be conducted for the period of May 1, 2026 through September 30, 2026. The City shall have the option, at its sole discretion, to extend the Agreement for one (1) additional one-year term under the same terms and conditions, subject to satisfactory performance and the availability of funding.

- Fridays, Saturdays, Sundays 8:00 AM- 8:00 PM
  - Days and times may be adjusted by mutual consent of both parties and must be in writing.
- Holidays: Mothers Day (May 10th), Memorial Day (May 25th), Juneteenth (June 19th), Father's Day (June 21st), Independence Day (July 4th), and Labor Day (September 7th).

Terms or rent and percentage of gross sales will be as follows (Note: Terms are negotiable upon signing of a contract):

- \$200.00 per month rent with 5% of gross sales.
- Rent and percentage of gross sales are due the first day of each month. Failure to remit payment by the fifth day of each month shall be considered a breach of contract.

### **Additional Days and Hours**

The selected proposer may choose to sell items under this contract on additional days not listed above, during the park's operating hours, at their own discretion. The proposer will still be subject to the terms outlined above regarding rent and revenue sharing.

### **Other Vendors**

Event sponsors and vendors who do not compete with the proposer by selling like products will be reviewed and may be approved by the City of Riverbank. Any fees associated with the non-competitive vendors will be revenue for the City of Riverbank.

### **Catering**

The proposer may not use Jacob Myers Park to cater events not associated with or approved by the City of Riverbank. Catered activities at Jacob Myers Park are subject to the percentage of sales.

### **Sanitation and Cleanliness**

The proposer shall at all times maintain compliance with all applicable federal, state, and local laws, ordinances, and administrative regulations concerning food and beverage preparation, storage, advertising, purity, quality, service, and premises sanitation. The proposer shall be responsible for obtaining all necessary licenses, permits, health inspections pertaining to sanitation. The proposer shall maintain the highest standards of cleanliness through such actions as regularly cleaning food preparation counters, floor/mats, and regularly removing and disposing of all garbage collected in the food service area.

### **Menu and Pricing**

The proposer shall post its menu and price structure for food and beverages available for all customers.

### **Compliance with Federal, State, and Local Regulations**

The proposer shall comply with all federal, state, and local regulations, including but not limited to wages, taxes, social security, worker's compensations, non-discrimination, licenses, registration, and safety requirements. Failure or neglect on the part of the proposer to comply with any or all such regulations shall not relieve the proposer of these obligations, nor of the requirements of the contract.

### **Utilities**

The proposer is responsible for all utilities.

## **REQUIREMENTS**

Interested vendors must meet the following requirements to be considered for this opportunity:

- Possess a valid California Food Handler's Certificate.
- Hold all necessary permits and licenses required by the State of California and San Joaquin County Health Department for food service operations.
- Provide proof of liability insurance coverage.
- Demonstrate experience in operating food service facilities in outdoor settings or similar environments.
- Present a proposed menu with pricing that reflects a balance of affordability and quality.
- Commit to providing excellent customer service and maintaining a clean and welcoming food service area.

## **INFORMATION AND INSTRUCTIONS OF PROPOSAL SUBMISSION**

### **Submission of Proposal**

Proposals will be received until **MARCH 4, 2026 at 5:00 PM**. Proposals must be submitted via email to Michael Patton at [mpatton@riverbank.org](mailto:mpatton@riverbank.org). The proposal shall be signed by a representative of the proposer who is authorized to sign for and contractually bind the proposer.

**Response Date**

In order to be considered for selection, proposals must be emailed to [mpatton@riverbank.org](mailto:mpatton@riverbank.org) in the manner and on or before the date and time specified in the RFP advertisement. Any proposal received after the scheduled closing time for receipt of proposals, or incorrectly addressed, will not be considered. Delivery in the manner stated herein and completeness of submittals as required by this RFP shall be solely the responsibility of the proposer. Submission of proposals or additional information offered after the closing date and time will not be accepted or considered.

**Right to Modify Process**

The City reserves the right to modify the selection process or other aspects of this RFP process at its sole discretion. The City will take reasonable steps to ensure that any modification or clarification to the RFP shall be distributed in writing to all persons who have requested a copy of the RFP through the City.

**Addenda**

In the event that it becomes necessary to revise any part of this RFP, an addenda will be provided to all prospective proposers who are on the RFP document holder's list maintained by the City. Addenda, if necessary, will be issued no later than five (5) days prior to the RFP closing date. Receipts of any addenda shall be signed by the same individual that signs the proposal and shall be submitted with the proposal. Proposals received without properly acknowledged addenda will be considered non-responsive.

**Accept or Reject Proposals**

The City reserves the right to accept or reject any or all proposals in response to this RFP without cause or delay or cancel this RFP process without liability to the City if the City determines it is in the public's interest to do so.

**Additional Information**

The City reserves the right to request additional information following its initial review of the proposal documents. City staff may conduct a review and verification of confidential information with staff and consultants.

**Site Visit**

The City will host a site visit of the Jacob Myers Park facility and answer questions in regards to this RFP. Attendance to the site visit is highly recommended but not required to submit a proposal. The site visit will be on February 4th, 2026 at 11:00 AM at Jacob Myers Park located at 23655 S. Santa Fe Road, Riverbank, California 95367.

### **Equal Employment Opportunity Policy**

It is the policy of the City to promote equal opportunity to all persons regardless of race, color, religion, national origin, sex, age, or disability, in respect to employment, housing, public services, facilities, and accommodations. This policy is reinforced by obligations assumed by the City as a condition of receipt of federal and state funds. This policy thus becomes an obligation that must be assumed by the successful proposer as well.

### **Qualification Requirements**

Each responsible proposer shall respond to the proposal requirement as presented. Proposals received without all the required information may be rejected as being non-responsive.

### **Pre-Proposal Interpretation and Addenda of Contact Documents**

Any clarification or interpretation of the RFP will be made only by written notification. The City is not responsible for any explanation, clarification, or interpretation given in any manner except by written notification and/ or addendum.

### **Withdrawal of Proposal**

A proposer may withdraw their proposal, by written notice submitted on the proposer's letterhead, signed by the proposer's authorized representative, delivered to the City prior to **5:00 PM on March 4, 2026**.

### **Rights of City to Award or Reject Proposals**

The RFP does not commit the City to award or enter into a food service license. The City reserves the right to:

- Accept or reject any or all proposals or any portion thereof received as a result of this RFP.
- To negotiate with any proposer.
- Accept a proposal and subsequent offers for food services from other than the highest cost Proposer.
- In determining the most responsive proposer(s), the City reserves the right to take into consideration any or all information supplied by the proposer in his/her proposal and the City's investigation into the experience of the proposer. In addition, the City may accept or reject proposals based on minor variations from the stated specifications and when such action is deemed to be in the City's best interest.
- If the proposer chooses to participate in negotiations, they may be asked to submit additional information, or other revisions to their proposals as may be required.
- Any food service contract arising from this RFP will be negotiated with the successful proposer. The successful proposer shall commence services only after a food service contract with the City is fully executed and the City has issued a 'Notice to Proceed'.
- Consider proposal modifications received at any time before the award is made, if such action is in the best interest of the City.

- The City reserves the right to waive any immaterial defects and irregularities in proposals and to waive or modify any irregularities in proposals received, after prior notification to the proposer.

**Ability to Accept Card Payments**

The successful proposer, prior to commencing operations, shall obtain the equipment and means to accept payments via credit cards. This includes access to wifi.

**Acceptance of Proposal Content**

The contents of the proposal of the successful proposer will become contractual obligations if acceptance action ensues. Failure of the successful proposer to accept these obligations in a contract may result in cancellation of the award.

**Non-Assignment**

If a food service contract is awarded, it shall not be assigned, nor duties be delegated, in part or in total without prior written consent of the City.

Reasonable requests for assignment of the food service contract may be granted based on the sole determination of the City.

**Notice of Intent to Award**

All responsive and evaluated respondents to the formal RFP will be notified of the City's intent to award a food service contract.

**RFP Process Dates**

RFP Document Published and Distributed	January 12, 2026
Site Visit	February 4, 2026
Proposal Deadline and Proposal Opening	March 4, 2026
Notice of Award and Contract Execution	March 25, 2026
Estimated Start Up Date	May 1, 2026

**Liability and Insurance**

The successful proposer must submit proof of liability insurance with the limits not less than the stated requirements. The successful proposer shall defend, save, and hold harmless the City, the City's officers, agents and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the successful proposer or its subcontractors, agents or employees under this food service contract. Such proposer shall provide evidence satisfactory to the City of Riverbank of coverage by Commercial General or Comprehensive General liability insurance of not less than \$2,000,000 combined single limits, and obtain an endorsement naming the City of Riverbank, its officers, employees, and agents as additional insured under each such policy.

**Laws of the State of California**

By submitting a proposal in response to this RFP, the proposer agrees that, any terms and conditions stated within any food service contract that is awarded as a result of this solicitation shall require:

- The proposer to comply with all food service laws of the State of California.
- Be governed by the laws of the State of California without regard to conflict of laws principles.

**Incurred Costs**

Neither the City, nor its officers, agents nor employees are liable for any cost incurred by proposer prior to issuance of a food service contract. All prospective proposers who respond to this RFP do so solely at the proposer's cost and expense.

**Disposition of Proposals**

All materials submitted in response to the RFP, including samples, shall become the property of the City upon delivery.

**Termination**

Termination for Default: The City shall have the right to terminate the contract at any time the City determines that the proposer has failed to satisfactorily perform the services required, as solely determined by the City.

Termination for Willful Failure or Refusal or for Emergencies: The performance of work under the contract may be terminated immediately for any willful failure or refusal by the successful proposer to perform according to the terms of the Food Service Contract or if the City determines that an emergency exists.

**PROPOSAL SUBMISSION REQUIREMENTS AND REQUIRED SUBMITTAL INFORMATION**

Those interested in responding to this Request for Proposals must submit the following information to the City of Riverbank. The City of Riverbank has the right to disqualify any and all proposals. Proposals shall be submitted by the time and date, at the place and in the manner as described in the RFP advertisement.

The proposal should include the following items:

- Completed Application Form
- Copy of Current Business License or Permits to Operate in San Joaquin County
- A copy of a valid California Food Handler's Certificate
- Proof of General Liability Insurance
- Sample Menu with Pricing Structure
- Any additional information or qualifications relevant to the proposal

**Selection Process**

RFP Selection Committee will evaluate the proposals on how fully each proposal meets the requirements outlined in the Request for Proposals.

Personal interviews may be conducted following panel review of submitted proposals. The City will negotiate a final agreement with the successful proposer. If no acceptable arrangements can be made, negotiations with the next highest ranked proposer will occur.

The successful proposer will be required to complete a contract which will incorporate the proposal and work schedule as a part of the contract.

**EVALUATION CRITERIA**

Proposals will be evaluated based on the criteria shown below. If interviews are held, the top ranked proposers will be interviewed. Final selection will be made based on the combined results of the proposal and the interview. The following is the criteria for which proposals will be ranked:

- Ability to meet anticipated startup dates.
- Menu selection and pricing structure.
- Previous experience in the food handling business. Preferred experience in concession operations.

Note: City of Riverbank reserves the right to use any information that it is aware of, independent of the submitted proposals, to determine the contract award.

**CONTACT INFORMATION**

For inquiries or to request additional information, please contact:

Michael Patton  
City of Riverbank Parks and Recreation Director  
Email: [mpatton@riverbank.org](mailto:mpatton@riverbank.org)  
Phone: 209-863-7140

**CITY OF RIVERBANK CONCESSION APPLICATION FORM  
JACOB MYERS PARK**

**Applicant Information**

**Organization's Name:** \_\_\_\_\_

**Address of Place of Business:** \_\_\_\_\_  
*Address* *City* *State* *Zip*

**Primary Contact:** \_\_\_\_\_  
*Name* *Title*

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Website Address (If Applicable):** \_\_\_\_\_

**Organization Information**

**Type of Organization (i.e. corporation, sole proprietorship, etc.):** \_\_\_\_\_

**Years of Experience in the Food Service Business:** \_\_\_\_\_

**Does the organization have a current San Joaquin Business License? Yes** \_\_\_ **No** \_\_\_

*If 'Yes', please attach a photocopy of your San Joaquin Business License. If No, please attach a copy of your Business License Application.*

**Please describe your proposed services.**

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**Please describe all equipment you will use for the proposed services.**

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**Signature**

By signing below, the proposer and organization understands and agrees to all the terms and conditions outlined in the City of Riverbank's Request for Proposal for Food Services at Jacob Myers Park

Applicant Signature

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Applicant Printed Name

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