

LINDON CITY
LINDON AQUATICS CENTER
CONCESSIONS CENTER OPERATIONS RFP # 12-01

RFP CLOSES 4:00 PM FRIDAY, JANUARY 27th, 2012

REQUEST FOR PROPOSAL (RFP) Concession Operations for Concession Stand.

Lindon City is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage a concession located at the Lindon Aquatics Center. This RFP is designed for those interested in creating a contract relationship to lease the City-owned concession facility located at the Lindon Aquatics Center at 60 N 60 W within the Lindon Aquatics Center facility. The selected concessionaire will be required to operate the facility according to the terms and conditions as outlined in the City's Concession Agreement. This agreement will be for one year with option for up to three years renewable upon both parties agreeing to continue.

I. RFP TERMS AND CONDITIONS

A. This RFP does not commit the City to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the City, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of the City and if required by law may be subject to public disclosure by the City or any authorized agent of the City. The City is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.

B. It shall be the proposer's responsibility to review and verify the completeness of its proposal. The City may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. The City may request to inspect properties or contact clients referenced in the proposer's proposal. The City also reserves the right to conduct investigations with respect to the qualifications of a proposer.

C. Verbal communication made by any City employee or agent of the City with respect to this RFP is not binding and shall not in any way be considered as a commitment by the City. Only written responses to questions submitted in writing to the City or written addenda to this RFP issued by the City will be considered binding on the City.

D. City employees and officials are prohibited from responding to this RFP or being a party, direct or indirect, to any contract resulting from the RFP and no proposal shall be accepted from, or contract awarded to, any City employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest. No proposer may be a proposer to more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals. Any proposal may be rejected that, in the City's sole judgment, violates these conditions or the spirit of these conditions.

E. The City reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:

- i. To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the City's sole discretion, it is in the City's best interest to do so;

- ii. To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- iii. To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so;
- iv. To reject the proposal of a proposer that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or another government entity, is financially or technically incapable or is otherwise not a responsible proposer;
- v. To reject as informal or non-responsive any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;
- vi. To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal;
- vii. To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submission;
- viii. To request that some or all of the proposers modify proposals based upon the evaluation of the City.

F. The City may enter into negotiations for a contract, on terms and conditions satisfactory to the City with one or more selected proposer(s). However, the City reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. The City reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such an event, the City shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the City, in its sole discretion, determines that doing so and permitting such is in the City's best interest. Should negotiations not prove satisfactory with the selected proposer(s), the City reserves the right to discontinue negotiations. Additional firms may be asked to enter into negotiations, and/or the City may solicit new proposals.

II. BACKGROUND

The Lindon Aquatics Center includes a self-contained concession area intended to provide food/drink service to daily pool users and party guests. The City swim season is generally the first weekend before Memorial Day until Labor Day. The pool operates Monday through Saturday from noon until 6pm. Every Friday and Saturday throughout the season, families and companies can rent the facility for private parties. Parties have option on using City contractor or having their party catered. If requested by rental groups, the concession stand may need to stay open throughout the party allotted time. The City is pleased to present this opportunity for interested individuals and/or businesses to submit qualifications for the operation of the concession Lindon Aquatics Center. It will be the responsibility of the selected operator to install fixtures and equipment and make necessary tenant improvements and to operate concession on behalf of the City. The operator shall have the sole responsibility to finance or purchase all tenant improvements. The tenant will be responsible for the maintenance, repair and care of all equipment provided by the City and the replacement of equipment upon its failure after each warranty has expired .

III. PROJECT DESCRIPTION

Concession Area may be examined by any prospective bidder by setting up an appointment with the Parks & Recreation Department Director.

IV. CONCESSION OPERATIONS

Concession operations are a key component to the overall character of the Aquatics Center. The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

Personnel

The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the concession. The operator will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, ADA, unemployment compensation, and workers' compensation. If required by the City, employees shall wear a uniform and/or identification badge.

Operating Hours

Hours of operation may vary, based upon seasons and weather. It is anticipated that hours of operation will be Monday-Saturday from 12:00 Noon to 6:00 PM.

Menu Items

The concessionaire is expected to serve quality food and drinks to meet the needs of the visiting public. Simple menu items, such as pizza, hot dogs, and other snacks should be offered at competitive prices. Beverages should include sodas, juice drinks, and bottled water. Beer and wine sales are not permitted by the City. The operator will be required to comply with any and all of the City's exclusive license agreements. All menu prices must be submitted to the City for approval prior to any product sales.

V. QUALIFICATIONS

To ensure a high-quality level of operation for the facility, proposers must demonstrate minimum experience and qualifications. Applicants must complete the City's Vendor Application Form and provide evidence of the following: Experience in successfully operating and managing a similar type of business. Fiscal solvency and capacity to complete necessary tenant improvements. Demonstrated track record of being an equal opportunity employer. Must not be currently indebted to the federal government, State of Utah, or Lindon City for non-payment of taxes, fines, judgments, liens, or fees.

Additional copies of this RFP, as well as copies of documents referenced in this RFP, may be obtained by emailing Heath Bateman at hbateman@lindoncity.org. Also, copies may be obtained in person at the Lindon Community Center, 25 N Main Street after January 5, 2012.

An informational meeting with a walk through of the area will be held on Thursday, January 12, 2012 at 12 Noon. The meeting will be held at the concession facility located at the Lindon Aquatics Center. Applicants are strongly encouraged to attend this meeting and are urged to obtain and review a copy of this RFP in advance of attending this meeting.

VI. PROPOSAL INSTRUCTIONS

Submission Date and Requirements

Please submit proposal to:

Lindon City Parks & Recreation
100 North State Street
Lindon, Utah 84042

Attention: LINDON AQUATICS CENTER CONCESSION OPERATIONS

The following conditions apply to this submission: Proposals must be submitted by 4:00 PM, on Friday, January 27, 2012. The City reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

REQUIRED ELEMENTS OF PROPOSALS

Respondents may submit any information they deem necessary and appropriate for the City to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information:

1. Vendor Application
2. Description of the proposer's business structure, key staff and their qualifications.
3. Description of the proposer's relative experience in operating a concession or other similar business enterprise, including relative size of business operated, type of retail sales, etc.
4. Percentage of profit sharing with City.(15% minimum)
5. A sample menu, including proposed prices.

VII. REVIEW OF PROPOSAL RESPONSES

Review Process

All proposals received by the deadline will be evaluated by City Staff and the City Councilperson responsible for the Parks & Recreation Department. Upon the review and discussion of the quality and responsiveness of the proposals received, this group will make recommendations to the City Mayor.

Notification of Awards

Final notification of the outcome of the review process is expected to occur prior to the end of January, 2012.

The successful proposer will be required to execute a concession agreement with the City, which is subject to formal approval by the Lindon City Council. The City anticipates that the selected proposer will complete all tenant improvements of the concession facility and open for business by the Memorial Day weekend, 2012.

ATTACHMENTS

1. Vendor Application Form
2. Insurance requirements

LINDON CITY VENDOR APPLICATION FORM

TYPE OF APPLICANT:

Legal Contractual Name of Business: _____

Owner's Name: _____

Business Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

General Business

Contact Person for Business Operations: _____

Title: _____ E-Mail Address for Business Operations _____

Business Telephone: _____ Business Fax: _____

Fiscal

Contact Person for Fiscal Operations: _____

Title: _____ E-Mail Address for Fiscal Operations _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

INSURANCE AND INDEMNIFICATION

Insurance

Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the following.

Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows:

(a) General Liability (including premises and operations, contractual liability, personal injury, independent Contractors liability): One Million Dollars (\$1,000,000.00) single limit, per occurrence. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be three times the occurrence limit.

(b) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

(c) Workers' Compensation and Employer's Liability: Workers Compensation Insurance (if Contractor is required to have) in an amount required by the laws of the State of Utah and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence for injuries incurred in providing services under this purchase order.

General Requirements - All of Contractor's insurance:

(a) Shall be issued by an insurance company which is an admitted carrier in the State Utah and maintains a Secure Best's Rating of "A" or higher; unless otherwise approved by City;

(b) General Liability, Automobile Liability and Employer's Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") as additional insured's and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements;

(c) Shall be primary insurance and any insurance or self-insurance maintained by City or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it;

(d) Shall be "occurrence" rather than "claims made" insurance;

(e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel;

(g) Shall be written by good and solvent insurer(s) admitted to do business in the State of Utah and approved in writing by City; and

(h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

Deductibles

Any deductibles or self-insured retentions must be declared to and approved by City prior to the execution of this Agreement by City.

Evidence of Coverage

Contractor shall furnish City with certificates of insurance demonstrating the coverage required prior to any commencement of work to be completed.

Certificates may be faxed and/or mailed to:

City Recorder
Lindon City
100 N Main Street
Lindon, Utah 84042
(FAX number 801- 785-4510)

Workers' Compensation Insurance

In the event Contractor has no employees requiring Contractor to provide Workers' Compensation Insurance, Contractor shall so certify to City in writing prior to work commencement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section or with the provisions of law relating to Workers' Compensation.

Indemnification

Contractor shall indemnify, defend, and hold City and City Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Contractor, its employees, agents, representatives or subcontractors in the performance of any tasks or services for or on behalf of City, whether or not there is concurrent active or passive negligence on the part of City and/or City Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of City or City Personnel. In connection therewith:

Contractor shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

Contractor shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities.

In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Contractor, Contractor shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.