



CITY OF SOLON

NOTICE TO BIDDERS, PROPOSAL, GENERAL CONDITIONS
SPECIFICATIONS, BOND AND CONTRACT FORMS

“OPERATION OF CONCESSIONS (RFP)”

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Solon Recreation Department
March, 2010

**REQUEST FOR PROPOSAL
THE OPERATION OF CONCESSIONS ON THE
RECREATION CAMPUS OF THE CITY OF SOLON**

DUE DATE – APRIL 1, 2010

The City of Solon is seeking a vendor to operate the Concession Stands throughout the recreation campus. Locations are as follows:

- Solon Community Park (to be referred to as “The Park” for lease reference) 6679 SOM Center, Solon Ohio 44139
- Solon Community Center (to be referred to as “The Center” for lease reference) 35000 Portz Parkway, Solon Ohio 44139
- Solon Community Center outdoor pool (to be referred to as “The Pool” for lease reference) 35000 Portz Parkway, Solon Ohio 44139
- Solon Municipal Pool (to be referred to as “Muni Pool” for lease purposes) 32555 Arthur Road, Solon Ohio 44139

The objective of this Request for Proposal is to award a one (1) year Concession Agreement for the recreation campus, with two (2) one year options, at the sole discretion of the Recreation Department (hereafter, the “Department”), to a qualified Concessionaire who will accomplish the following:

- *Optimize visitor participation in all food concession points of sale as well as throughout the Campus by providing high-quality prepared food with outstanding, efficient, and friendly service at reasonable prices, thus resulting in the highest possible customer satisfaction and revenues to the Concessionaire and the Department*
- *Provide and install any necessary furnishings and equipment (augmented by Department-owned equipment) in order to create an attractive and inviting concession.*
- *Display awareness of the demographics and special needs of the community the concession serves.*
- *Work in unison with the Department, its employees, and sports leagues during the normal course of business and as unforeseeable problems arise.*

The Lessee is responsible for retaining all necessary permits from the Cuyahoga County Department of Health.

Water, electricity and garbage are provided by the Department.

Cleaning of the concession stand and areas adjacent to the concession stands is the responsibility of the lessee.

The lessee is required to provide the Department with proof of General Liability Insurance (\$1,000,000.) and provide proof of Workers Compensation Insurance.

The Recreation Director and designated employees of the Department will have access to the concession stand area for maintenance and periodic inspections.

As part of the lease agreement, a list of all persons who will work at the Concession Stand must be presented to and approved by the Recreation Director before commencement of the lease.

During the park season, the concession stand lessee is the sole vendor to general park patrons. Special events, tournaments and private pavilion parties have the right to hire vendors/caterers for their parties.

If the lessee violates any of the provisions of this lease, the Department may terminate the lease on 24 hours written notice to lessee. Should this occur, the Department will permit the lessee to remove lessee's property from the snack bar under the supervision of the Department.

SUMMARY OF AGREEMENT TERMS AND CONDITIONS

Following are three sections that, in part, comprise the fundamentals of the Agreement for this concession – proposal items and contractual provisions. In the written proposal, concessionaires should explicitly include and respond to each of the proposal items, and be willing and able to commit to each of them along with the contractual provisions if selected as the winning concessionaire.

A. Proposal Items

1. Rental

Rental to the Department is a proposal item, Concessionaires will propose a minimum guaranteed amount due to the Department regardless of sales activity. Rent will be due on the last day of each month. The *minimum* amount of rent accepted per month will be One Thousand Dollars (\$1,000.00). If the rent is not paid by the 5th day of the following month, a ten percent (10%) penalty of the amount due will be added to the rent(s) due.

B. Requirement of Concessionaires

1. The Concession stand must be open when activities are held at the Campus. The Department Director will make every effort to hold as many games and/or events on the same day to keep expenses down for the concessionaire.

2. Satellite concession stands, to be approved by the Department, may be operated at the little league field and soccer fields when activities are being held at these. The expense for these stands is the responsibility of the concessionaire. The Department Director will make every effort to hold as many games and/or events on the same day to keep expenses down for the concessionaire.

3. The Concessionaire must supply a brief description of the food menu and other items to be sold at the concession stand along with purchase prices prior to April 1 or before operations begin, whichever comes first. The Department must approve each item and its sales price. The Department must approve any future changes in items sold or their sale price. Concessionaires are encouraged to consider and propose additional business activities, services and/or amenities at the concession facility, provided they are compatible with other Campus activities and approved by the Department. However, activities, services, or amenities that are in direct competition or conflict with other existing Department authorized agreements will not be allowed. In addition, if in the opinion of the Department, the selected concessionaire fails to provide a needed activity, service, and/or other amenity, the Department may elect to take any and all action it deems necessary to rectify the situation, including termination of the contract and/or redemption of performance bond.

4. The concessionaire shall be responsible for hiring the necessary personnel to conduct the concession operations. Every effort will be made to hire qualified Solon Residents.

5. The days / hours vary per location and are as follows:

The Park (concession stand and vending machines, both snack and beverage minimum of one snack and three beverage) and the possible use of satellite facilities on the smaller fields adjacent to the school parking lot..

- Operates seven days a week from May through July, games beginning at 6:00pm weekdays and ending at approximately 10:45pm. Weekend varies with games generally starting at approximately 8:30am.
- During the fall season (Late August through November) game nights vary depending on sport/schedule. The smaller fields adjacent to school property are utilized on weekends from approximately 9:00am through 4:00pm
- The Concession Stand(s) will open no later than the first game of the spring sports season (usually mid-April), and will close no earlier than the last game of the fall sports season (usually early October). This schedule is subject to change and the concessionaire must adapt to any and all changes as required by the schedule, including weekend events.

The Center (concession stand inside the center and vending machines.snack machines inside lobby area - a minimum of three machines)

- Operates year round with current hours approximately 9:00am until 7:00pm.

The Pool (concession stand on outside pool deck and. snack machines - a minimum of two machines)

- Memorial Day through Labor Day (approximate)

Muni Pool (Vending machines only, minimum of two beverage and two snack machines.)

- Memorial Day through Labor Day (approximate)

6. The concessionaire must comply with existing agreements entered into by the Department related to vending and food services. Existing agreements are as follows:

No beverages other than those available from the 7-Up Bottling Company may be sold at the Center and the Pool, beverages desired, but not available through the 7-Up Company may be purchased elsewhere. This agreement runs through the year 2013.

No agreements exist at the Park, or the Muni Pool.

7. The concessionaire must comply with all health Department codes and regulations and be inspected prior to opening.

8. The concessionaire must have at least one-year food service experience.

9. The concessionaire must carry all insurance required by the state of Ohio, including, but not limited to, workers compensation and unemployment insurance.

10. The concessionaire is responsible for any and all taxes incurred during the course of business.

11. The concessionaire must comply with all applicable federal, state, and local rules, regulations, ordinances, and laws. The concessionaire will comply with all the requirements of federal, state and local laws relating to minimum wage, social security, equal employment opportunity, unemployment insurance and workers' compensation. It shall require employees to observe all applicable rules and regulations and to exercise courtesy and consideration in their relations with the public

12. The concessionaire is responsible for all minor repairs up to \$200 per incident on Department owned equipment, For repairs over \$200, the Department will pay the balance of the bill over \$200.

13. The Department will be responsible for all major repairs to the concession stands (roof, building, etc)

15. The concessionaire must obtain a Performance Bond for \$10000.00 (ten thousand dollars), payable to the Department upon non-compliance or non-performance of responsibilities. The Department, via certified mail, will notify the concessionaire one time of non-compliance or non-performance. After that notification, upon the second incidence of non-compliance or non-performance, the Department may terminate the contract without notice and demand payment of the Bond within five (5) business days. The concessionaire will be responsible for all legal fees and expenses incurred because on non-compliance or non-performance.

16. Concessionaires may propose interior reconfigurations to the concession stand, to be approved by the Department.

17. Concessionaires shall include in their proposal a list of all equipment and furnishings that will be used in addition to the Department-owned inventory needed to successfully operate the Concession.

18. The concessionaire hereby accepts financial responsibility for any costs associated with the maintenance and repair of the concession equipment at its sole expense for the duration of the contract as administered by the Department. A walk through and checklist will be agreed to and signed by both parties to ensure all existing equipment is present and in good working order. Other equipment deemed necessary by the concessionaire shall be submitted to the Department for prior approval and required to be provided and installed by the licensees at their own expense

19. Title to all equipment provided by the Department, except fixed equipment and items listed in the equipment list belonging to the Department, shall remain in the Concession Stand at the end of the lease. Any equipment that the Department paid for on a cost share basis with the concessionaire will remain in the concession stand at the end of the contract. Any property left in the concession stand after the lease will become Department property, and it will be dealt with as abandoned property. Any and all expenses and costs incurred to remove abandoned property will be charged to the concessionaire.

C. Contractual Provisions

1. Standard Conditions for the Operation of Concessions

The selected Concessionaire must be willing to enter into a written Agreement with the Department, which incorporates all terms, and conditions set forth in this RFP. Concessionaires shall review this document in its entirety, acknowledging the definitions, duties, and ongoing requirements of the Concessionaire, along with the limited responsibilities of the Department.

2. Term

The Contract will be a one (1) year Concession Agreement at the Recreation Campus, with two (2) one year options, at the sole discretion of the Recreation Department.

3. Utilities

Utility and service fees will be paid by the Department.

4. Water and trash pick-up from the main dumpster(s) will be paid by the Department. All trash generated by the Concessionaire will be bagged and placed by exterior doors on a nightly basis.

5. Compliance Documents

The Board reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process as well as the right to accept compliance documents after the proposal due date. The selected Concessionaire shall review, complete and submit items prior to execution of Agreement.

D. RFP Submittal

To be considered, proposals must be received on or before 4:00 p.m., April 1, 2010, at the address listed below. The proposal package shall include two copies of the proposal, a minimum of three references and copies of current workers compensation certificate. The completed proposal package shall be placed in a sealed envelope or box labeled "Proposal for the Operation of Solon Recreation Campus Concession Stands." Said envelope or box shall have the name and address of the Concessionaire on the outside and be delivered to:

City of Solon

**D. William Weber, Finance Director
34200 Bainbridge Road
Solon, OH 44139**

And clearly marked on the envelope as follows:

"OPERATION OF CONCESSIONS – RFP"

Any and all questions regarding this RFP shall be directed to Russell Schneider, Assistant Director of Recreation at (440) 248-5747 or (216) 990-1942.

5719.042 Successful contractors to submit sworn statement of no tax liability.

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.