



REQUEST FOR PROPOSALS BOATHOUSE AND CONCESSION OPERATIONS

2019

PROPOSALS ACCEPTED BY 4:00 PM ON FRIDAY, APRIL 12, 2019

TO:

CITY OF AURORA PARKS AND RECREATION DEPARTMENT

WALKER BUILDING

129 W. PIONEER TRAIL

AURORA, OHIO 44020

MINIMUM SPECIFICATIONS, INSTRUCTIONS AND STANDARD FORM PROPOSAL

Director of Parks and Recreation, Walker Building, 129 West Pioneer Trail, Aurora, OH 44202

1. **General:** The intent of these specifications is to solicit proposals for the operation of the concession stand and boathouse at Sunny Lake Park, Mennonite Road, Aurora, OH 44202.
2. **Exclusivity:** The City of Aurora reserves the right to authorize various entities the ability to operate business within Sunny Lake Park during special events that may occur throughout the year.
3. **Duration of Contract:** April 2019 – December 31, 2020 with an optional 3rd year of 2021.
4. **Award of Contract:** The city reserves the right to award the contract to the lowest and/or best responsive and responsible proposal.
5. **Concessions:** The Vendor shall, at least four (4) weeks prior to each season, submit a list of items to be sold, or services offered and the price to be charged for each to the Parks and Recreation Director for approval. Any additions or changes to this list during the operating season must be submitted to the Parks and Recreation Director seven (7) days prior to the requested effective date of the change. The sale of glass bottled goods and alcoholic beverages is strictly prohibited. All prices shall be posted in full and open view of the public. Vendor shall comply with all health and sanitation codes with regard to food storage and preparation.
6. **Revenue:** Vendor shall keep 13% of the revenue for the sale of fishing permits and boat rentals. Vendor shall also keep 90% of the revenue for the sale of concessions.. Finances shall be included in the monthly sales report.
7. **Licenses and Taxes:** The Vendor shall pay all taxes and license fees that shall accrue or become due under Federal, State and local laws.
8. **Utilities:** The city shall provide electric and wifi service at the boathouse at no charge to the Vendor. The Vendor shall exercise energy conservation methods and procedures whenever possible. The city reserves the right to implement energy conservation measures.

Equipment: the city shall provide the following concession equipment including, but not limited to: refrigerator, freezer, drink cooler, coffee machine, popcorn machine, nacho cheese warmer, hot dog and bun warmer, and ice cream freezer. Vendor shall add new equipment as needed and mutually agreed to by the Director of Parks and Recreation. Any such new equipment added by Vendor shall remain the property of the Vendor. Vendor shall be responsible for routine maintenance and cleaning of all equipment. The city shall be responsible for repair and replacement of its own equipment unless misuse is found to have occurred. The city shall also be responsible for ongoing maintenance and repairs of permanent fixtures. The Vendor shall be responsible for its credit card processing services and all fees incurred from said service. For the boathouse operations, the city shall provide paddle boats, fishing boats, oars and life jackets. Any boat damage must be reported to the Director of Parks and Recreation immediately.

Vendor shall remove all Vendor stock items and property of the Vendor and clean all affected areas to the full satisfaction of the Parks and Recreation Director within fourteen (14) calendar days of the last day of the authorized operating season as mutually agreed.

9. **Staff Wages & Benefits:** Vendor shall be responsible for payment of all wages to employees. The Vendor shall comply with the requirements of all Federal, State, and local laws. Vendor and its employees must reflect an image appropriate for the City of Aurora - Parks and Recreational facility. All employees over the age of 18 shall be subject to a background check.

10. **Hours:** The boathouse season is Memorial Day to Labor Day each year with reduced hours before and after these days as agreed upon and approved by the Parks and Recreation Director. Specific operational hours must be approved by the Director of Parks and Recreation prior to posting at the facility. General operational hours shall cover scheduled programs, events and pavilion rentals as well as general park usage. If the boathouse or concession stand are closed during scheduled times due to inclement weather or other circumstances, the Vendor shall notify the Parks and Recreation Director and also post a sign at the facility stating such closure.
11. **Trash Disposal and Grounds Cleaned:** The Vendor shall be obligated to keep the buildings and the surrounding area free of any garbage or rubbish during operational hours. The surrounding area includes the large pavilion attached to the boathouse, the grassy areas near the pavilion, and the area around the concession stand. The Vendor shall be responsible for proper disposal of trash and recycling waste receptacles into the dumpsters provided on site. City shall be responsible for proper disposal of trash located within dumpsters.
12. **Restroom Cleaning:** The Vendor shall be responsible for cleaning the restrooms during operating hours. City is responsible for providing paper products as well as cleaning supplies. A signed cleaning schedule is to be posted.
13. **Signage & Marketing:** Appropriate indoor and outdoor advertising and information signs are permissible, however Vendor must receive prior written approval by the Parks and Recreation Director on size, type, and location of such signs. All signage must comply with city ordinances. Vendor may market concession stand with professional flyers, menus, pricelists, and hours of operation. All public relations material must be approved by the Parks and Recreation Director.
14. **Payment:** Proposal shall indicate the percentage of sales to be paid to the city on a monthly basis. Payment shall be due by the 15th of each month for the previous month's sales. Late payments shall incur a 10% penalty fee. Monthly financial statements must be submitted to the Director of Parks and Recreation indicating all financial transactions with an accounting of the method of disposal of any profits resulting from the operation of the concession stand and boathouse.
15. **Claims and Damages:** Vendor is an independent contractor responsible for all acts and omissions of its officers and employees, and the city shall not be responsible for any acts or omissions committed by the Vendor, its employees or its officers. Vendor shall indemnify and hold harmless the City of Aurora from all claims, damages, actions or causes of action.
16. **Liability and Property Damage Insurance:** Throughout the term of this Agreement, Vendor shall have in force a policy of liability insurance which covers all acts and omissions of its officers and employees in their performance of the provisions of this contract in the sum of One Million Dollars (\$1,000,000) per occurrence/ Two Million Dollars (\$2,000,000) for Commercial General Liability Insurance and One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage for Commercial Automobile Liability Insurance. The city shall be named as an additional insured on said policy of insurance. A Certificate of Insurance evidencing such policy must be submitted to the city prior to the award of the contract.
17. **Termination Upon Breach:** If Vendor fails to perform any provision of the contract, the city shall termination the agreement after providing ten (10) days written notice to the Vendor.
18. **Competency of Vendor:** No proposal will be considered unless the Vendor furnishes evidence satisfactory to the city that it has the necessary facilities, abilities, experience and financial resources to fulfill the conditions of the contract and specifications.