**City of Delaware, Ohio, USA**

*Request for Proposal (RFP)*

*for*

**Food & Beverage Services (Concessions Services)**

Issue Date: March 27, 2023

Issued By: City of Delaware

Parks & Recreation Department

500 East Lincoln Ave.

Delaware, OH 43015

Inquiries: POC – Ted Miller

City of Delaware

Parks and Recreation Director

[tmiller@delawareohio.net](mailto:tmiller@delawareohio.net)

(740) 203-1452

Information Due: 4:00 PM, April 10, 2023

**General Information**

**Calendar of Events**

|  |  |
| --- | --- |
| **RFP Release Date** | March 27, 2023 |
| **Last Day for Questions** | April 5, 2023 |
| **Proposal Due Date** | April 10, 2023 |
| **Award Date** | April 17, 2023 |

**Proposal Submittal**

* 1. Response to this Request for Proposal may be submitted in person, by mail or email.
  2. Late submittals will not be accepted – no exception.
  3. Fax submittals will not be accepted – no exception.

1. **OVERVIEW**
   1. **Introduction**

The City of Delaware is the county seat of Delaware County. Delaware was founded in 1808 and was incorporated in 1816. With an estimated population of roughly 43,000, the City of Delaware continues to grow, adding new residents, businesses and guests to the community. In November of 2021, Ohio Magazine announced it has recognized Delaware as one of five “Best Hometowns” on its annual list [See Article](https://www.ohiomagazine.com/ohio-life/best-hometowns/article/best-hometowns-2021-delaware). Delaware has a thriving downtown core with an active Main Street Program and is home to Ohio Wesleyan University. Please visit the City’s website at [www.delawareohio.net](http://www.delawareohio.net) for more information on the community.

* 1. **Statement of Purpose**

City of Delaware Parks and Recreation invites the submission of sealed proposals or electronic proposals to provide concessions to City service counters as specified in the available proposal document. Proposal and contract documents may be examined and obtained at the City of Delaware Parks and Recreation Offices, 500 E Lincoln Ave, Delaware Ohio 43015 from 8:00 a.m. until 4:30 p.m., Monday through Friday.

* 1. **Term**

The initial term of the concession contract shall be for the 2023 Spring-Fall Season (April 1-December 31). The concession contract shall be annual. One (1) year and two (1) year options to extend the contract are allowed. Each contract period shall begin in April and terminate in December of that year

* 1. **Inquiries**

All inquiries or vendors who wish to inspect the locations may contact Ted Miller, Parks & Recreation Director at [tmiller@delawareohio.net](mailto:tmiller@delawareohio.net) or by phone at (740) 203-1452.

1. **INSTRUCTIONS TO RESPONDENTS**

Carefully review this Request for Proposal (RFP). It provides specific information necessary to aid in submitting a thorough response. Should you elect to participate, you must submit two (2) copies of your proposal and return in a sealed envelope to Ted Miller, Parks & Recreation Director, 500 E Lincoln Ave, Delaware Ohio 43015 on or before April 10, 2023, by 4:00 p.m. or via email to [tmiller@delawareohio.net](mailto:tmiller@delawareohio.net). Late or incomplete responses will be disqualified. The City of Delaware City Council reserves the right to waive informalities and to reject all bids and waive any technical requirements.

All proposers are encouraged to visit the vending locations prior to submitting a proposal. Proposers should be clear if their application is for providing concession operations or Vending Machine Operations or both.

By their submissions, each Proposer agrees that, if it is selected as the successful Proposer, it will enter into a contract with the City within ten (10) days after notice of acceptance by the City of Delaware.

* 1. **Format of Proposal**

Proposers shall submit proposal which specifically respond to the specifications posted in the RFP. Each proposal shall be submitted with a cover letter signed by an authorized person and the following documents:

* A proposal describing how the respondent will provide the services described in Section 3.0 under Scope of Services
* Certificate of Insurance with Endorsement Letter.
* Federal and State business licenses and local permits.
* Exhibit A – Statement of Experience
* Exhibit B – Customer Reference
* Exhibit C – Documentation of Sales and Commissions Paid
* Exhibit D – Product List
* Exhibit E – Equipment List

Any exceptions to the specifications or any other special considerations of conditions requested or required by the Proposer shall be enumerated by the Proposer and be submitted as part of the Proposal. Proposers shall be required and expected to meet all specifications addressed in the RFP, unless any exception are noted in writing before the deadline date.

* 1. **License and Permits**

Proposers shall possess all licenses, registrations and permits required by the State of Ohio and Delaware County. Such licenses and permits are to be submitted to the City with the proposal or prior to the execution of the agreement.

* 1. **Reservations**

The City reserves the right to do the following at any time and for its own convenience, at its sole discretion:

* To accept or reject any or all proposals or parts thereof, to waive any technicalities or irregularities;
* The omission of any standard feature description shall not alleviate the vendor from the responsibility of furnishing complete services.
* To terminate this RFP and issue a new RFP anytime thereafter;
* Extend any or all deadlines specified in the RFP, including deadlines for accepting proposals by issuing an Addendum at any time prior to the deadline for receipt of responses to the RFP;
* Procure any services specified in the RFP by other means;
* Utilize the services of a competitor for City sponsored events throughout the year;
* Negotiate any and all final terms of the proposal;
* Disqualify any Proposer on the basis of any real or perceived conflict of interest or other data available to the City. Such disqualification is at the sole discretion of the City;
* Reject the proposal of any Proposer that is in breach or in default under any other agreement with the City;
* Reject any Proposer deemed by the City to be non-responsive, unreliable, unqualified or non-responsible;
* Postpone or cancel the award of execution of the agreement for any reason prior to execution of the agreement.
  1. **Customer References**

Proposers shall provide a minimum or three (3) references. Each reference must include the name or the company, description of the services provided, date(s) of service and contract amount of projects similar to the services requested in this RFP. See Exhibit B.

* 1. **Taxes**

The successful Proposer (hereinafter referred to as “Contractor or Proposer”) is responsible for all federal, state and local taxes and charges related to the performance of this agreement. The City is exempt from local, state and federal taxes.

* 1. **Product Pricing**

Proposers will provide retail price lists with their proposals for the products that are proposed to be sold at concession locations.

* 1. **Commission**

Proposers will provide a proposed commission percentage to the City based on net sales.

* 1. **Refund**

Proposers shall provide a written refund policy including a timeline and process for refunds to be issued (not to exceed 10 days).

* 1. **Sales Report**

Proposer shall submit a monthly detailed report of net sales by vending machine by location with the number of products sold by the 15th date following the end of each month. The report must be submitted along with the commission payment to the attention of Finance Accounts Receivable, 1 South Sandusky Street, Delaware, Ohio 43015 or via email to [findept@delawareohio.net](mailto:findept@delawareohio.net).

* 1. **Performance**

Proposer will perform all services required under the terms and conditions of the agreement.

* 1. **Maintenance**

City of Delaware shall, at its cost and expense, make all ordinary and reasonable repairs required to preserve the building and owned by City of Delaware occupied under this contract.

The Proposer shall maintain the facilities on a day-to-day basis. If the Contractor damages the facilities the Contractor will be responsible for repairs.

SUBLEASE: the Proposer shall not have the authority to sell, sublet, and assign this contract, or any portion thereof to any other person or persons, except upon the written approval of City of Delaware.

The City shall have no liability to Proposer for any maintenance of the equipment or any damage to the concession equipment by a third party and Proposer shall not make any claim against, or seek recovery from, the City for any loss or damage to the concession equipment.

**3.0 SCOPE OF SERVICES**

The Proposer shall furnish, install, maintain, supply and remove, as needed, various concession services in the designated locations of the City for the term of the agreement. The contractor shall provide concession services to City service counters as documented in this RFP.

**3.1 Equipment**

**Concession Operations**

1. The Proposer will be required to supply the necessary equipment for operations, including but not limited to the following:

Microwave, Cheese/Chili warmer, Hot Dog Roller, Any heating materials needed for menu items, Soda Dispenser/Fountain, Cooler, Extra Refrigerator/Freezers not already in building.

Note: Stand does not have a grill. No gas, coal, charcoal or similar portable cooking equipment is permitted inside or outside the concession without approval of City of Delaware.

1. City of Delaware will provide electrical, water, and sewer.
2. Proposer may use City of Delaware drink coolers and refrigerator (not exclusive use). Should any of this equipment become inoperable, it is the Proposer’s responsibility to notify City of Delaware immediately. City of Delaware will be responsible for repair or replacement of the drink coolers and refrigerators.
3. Cash Register/Electronic Devices provided by City of Delaware.
4. The Proposer agrees to deliver and/or install, within two weeks from the execution of this Agreement, at its sole cost and expense, the concession facilities, machines and equipment.
5. The Proposer shall not make any alterations, additions or improvements to the concession building or to the concession equipment without prior written consent from the City of Delaware, which consent may not be unreasonably withheld. Any proposed alteration must be submitted to the Recreation Superintendent. In the event the City of Delaware consents to the making of any alterations, additions or improvements to the concession building and/or concession equipment, the same shall be made at the Proposer's sole cost and expense, and in the event such alterations, additions or improvements are made to a structure, building or other improvement attached to the real property, the same will become a part of the real property and be surrendered to the City of Delaware upon the termination of this Agreement. The City of Delaware has no obligation to alter, remodel, improve, repair, decorate or paint the concession building.
6. In the event, the City of Delaware notifies the Proposer that it desires the removal of the concession equipment at any time, the Proposer shall, at its sole cost and expense, remove the concession equipment and repair any damage to the real property caused by such removal within thirty (30) days.

**3.2 Special Notes**

1. The minimum acceptable proposal is stated in Section 8.2 Commission “Gross Revenue is defined” as: total money received before any operating expenses, taxes, payroll or other expenses are deducted.
2. The concession season is approximately April 1 – October 31. Specific schedules for league and tournament games will be given to the contractor at least four (4) days prior to the start of the league/tournament.
3. The Proposer is expected to be open and operating 15 minutes before all competition game times/practices and 15 minutes after the final game/practice begins at complex. Failure to open the concession operation for scheduled event’s (games) will be considered a default of the contract terms.
4. The Proposer will not operate outside of approved schedule.
5. The Proposer may be given opportunities to sell at other City of Delaware special events.
6. Site inspection may be arranged by calling City of Delaware Parks and Recreation at (740) 203-1452 contact Ted Miller by appointment ONLY or at [tmiller@delawareohio.net](mailto:tmiller@delawareohio.net).
7. CONTRACT PERIOD**:** The term of the concession contract shall be for the 2023 Spring-Fall Season (April 1-December 31). The vending contract shall be annual. One (1) year and two (1) year options to extend the contract are allowed. Each contract period shall begin in April and terminate in December of that year.
   1. **Facilities & Hours**
8. Jack Florance Pool Concession stand is located at 500 E Lincoln Ave. This is a permanent concession building within the recreation center. Facility is open Memorial Day through Labor Day weekend annually.
9. Mingo Park adjacent to Fields (Little league, Daily and Field 1). This is a permanent concession building. This concession building will be operated from April-October for league night games and practices (if desired) (Mon – Fri; 5:45-9pm Sat. 8am-1pm (Occasional) and tournaments (Fri, Sat, Sun) as scheduled by Recreation Staff.
10. Veterans Park Concession (Splash Pad). This is a permanent concession building adjacent to the restroom. Facility is open Memorial Day through Labor Day weekend annually.
11. Smith Parkadjacent to Fields #1, 2 and 3. This is a permanent concession building. This concession building will be operated from April-October for league night games and practices (if desired) (Mon – Fri; 5:45-9pm Sat. 8am-1pm (Occasional) and tournaments (Fri, Sat, Sun) as scheduled by Recreation Staff.
    1. **Products & Prices**

**Concession Operations**

1. No item shall be sold without permission from City of Delaware. All prices on items sold shall be presented to City of Delaware prior to opening. City of Delaware must approve all price changes on existing items and the addition and pricing of new items.
2. The following is a recommended menu: A copy of the price list shall be provided to City of Delaware and kept on file with this contract.

* Hot Dogs, Nachos, Popcorn, Burgers, Pizza, Packaged chips, candy, and other packaged snacks, Soft Drinks, water, coffee, hot chocolate and sport drinks.

1. Price of food purchased after initial price scale is approved by City of Delaware shall not increase without written approval by City of Delaware.
2. All signage must follow City of Delaware Policies and be approved by City of Delaware.
3. The following items are **prohibited** from being sold:

* Party-Poppers, snaps, confetti, cray paper, glitter or similar type products, any device that could be considered fireworks, any item that is prohibited by City of Delaware, State of Ohio, or United States, alcohol, and tobacco products.
  1. **Cleaning of Premises**
     + 1. The Proposer shall furnish all labor, services, materials, supplies and equipment necessary to maintain in a clean, orderly, and inviting condition the premises used in the operation of the concession to the satisfaction of City of Delaware. This includes all premises used and occupied by the Proposer in the operation of concessions, together with the area surrounding the buildings and facility, which are affected, by said operation and items sold by Proposer. The City of Delaware will maintain access to and service of restrooms and provide picnic tables in the concession area if needed.
       2. The Proposer shall be responsible for all trash within the concession facility and such trash/debris must be removed when operating the concessions. Trash is to be placed in trash bags and placed in appropriate trash receptacles. No trash is to be left over night in the concession facility or in bags sitting outside of facility. Any boxes or large items that do not fit in trash/recycle receptacles must be taken to the dumpster or recycling center.

**3.8 Facility Requirements**

1. General Facility Requirements

* No modification to building structure, electrical systems, plumbing, and any other part of the physical plant of any City building may be performed without prior approval from the Parks & Recreation Director or designee.

**3.10 Product List**

Proposers shall submit their proposed beverage product list with the proposal. See Exhibit D.

**3.11 Locations**

An initial list of these locations is supplied herewith. However, the City reserves the right to add to or subtract from the total number of concession in place at any given time. See “Attachment A” for list of locations.

**4.0 CONTRACTOR’S RIGHTS AND PRIVILEGES**

1. Proposer will have the right to advertise products as a concession services provider of the City of Delaware.
2. All advertisements must be approved in advance by the City Manager or designee.
3. The City will use its best efforts to stop advertising or promotion of competitive vending services product advertising or promotion at the City locations set forth in Attachment “A”.

**5.0 ADDITIONAL CRITERIA**

For the rights and privileges set forth in Section 4.0, Respondent will include with its RFP response (see Exhibit C):

* A proposal of the number of gratuitous cases of product the Respondent will provide each year;
* Any other form(s) of proposed compensation the Respondent may desire to include for the rights and privileges set forth in Section 4.0.

**6.0 QUALIFICATIONS**

1. Proposers shall have a minimum of five years’ experience in the provision of concession services.
2. Proposer s shall have adequate insurance coverage, as defined in the terms and conditions section.
3. Proposers must have three acceptable customer references. References should be for Proposer’s customers that are close to the size and scope of this Project.
4. Proposers must have adequate personnel on staff that can service this Project.
5. Proposers must have the capital necessary to support this agreement for the agreement period.

**7.0 EVALUATION AND SELECTION PROCESS**

**7.1 Selection Process**

If an award is made, it will be made to the responsive proposal by a responsible Proposer(s) that offers the City the greatest value based on an analysis involving several criteria. Evaluation criteria shall include, but is not necessarily limited to the following:

* Proposer experience for similar project and size.
* Suitability of product offering and pricing.
* Approaching to restocking and refunding.
* Customer reference.
* Commission returned to the City.

**7.2 Award Agreement**

Upon completion of the review period, the City shall notify those Proposers who will be considered for further evaluation and negotiation. All Proposers so notified may be contacted for an interview and to negotiate in good faith in accordance with the direction from the City. Any delay caused by the Proposer’s failure to respond to direction from the City may lead to a rejection of the Proposal.

If the City determines after further evaluation and negotiation, to award the Agreement, a Concession Services Agreement shall be sent to the successful Proposer for the Proposer’s signature. No proposal shall be binding upon the City until after the Agreement is signed by the duly authorized representatives of both the Proposer and the City.

**8.0 INVOICING AND BILLING**

**8.1 Payment Terms**

The Proposer shall pay City of Delaware the amount owed for the prior one-month period of operations. A lump payment shall be made to City of Delaware no later than the 15th day of each month. Check must be made payable to City of Delaware. A sales report must be submitted with each payment. A five (5) dollar per day late fee will be assessed if payment is not received by the 15th of the month following the month being reported.

Payment will be remitted to:

City of Delaware

ATTN: Finance Accounts Receivable

1 South Sandusky Street

Delaware, Ohio 43015

The Proposer will be required to pay $100 per key to City of Delaware for any lost keys. Keys given to the concessionaire unlock the complex gates and concession stand doors. The Proposer will not be permitted to make copies of the keys.

**8.2 Commission**

The City shall be compensated an agreed upon commission rate against total net sales. See Exhibit C attached. The Proposer agrees to pay the City of Delaware in consideration for concession rights and privileges, a monthly payment equal to at least 15% of gross monthly receipts. **Any amount less than the minimum acceptable quote per month will not be considered**.

**8.3 Audits**

The City shall have the right to make periodic audits and inspections of Proposer records of gross receipts at any reasonable time without notice. Such audit may include, and is not limited to, inventory control at all applicable locations, methods of recording, checking and reporting sales, route and internal control of cash handling, internal audit, accounting and cash collection, commission statements, etc. In addition, City shall require supplementary information as needed to perform and conclude an audit. Proposer must keep and maintain records for a period of three (3) years. Such records shall be maintained in accordance with generally accepted accounting principles and may be specifically prescribed by City of Delaware.

**9.0 SERVICES**

The Proposer shall provide concession services in a manner consistent with the accepted practices for other similar services, performed to the City of Delaware satisfaction, within the time period prescribed by the City of Delaware and pursuant to the direction of the Parks and Recreation Director or his or her designee.

The Proposer and all of its employees, agents, or representatives shall provide the highest quality of customer service and shall treat all customers with courtesy and respect. The Proposer shall honor all reasonable requests for refunds including requests from customers that are dissatisfied with any food, beverage or other product sold by the Proposer.

Since the concession services will be serving residents of the general public on behalf of the City of Delaware, all of Proposer’s employees, agents, representatives or licensees shall have a neat, clean and sanitary personal appearance and those who come in direct contact with the public shall wear clothing or identification, which distinguishes them as employees of the Proposer.

Concessions shall be properly staffed in order to prevent undue delay to the public. The Proposer shall plan its staffing in advance and anticipate to the best of its ability any events, such as holidays or special events, which may require additional staffing. In the event the City of Delaware determines at its sole discretion that the Proposer is not adequately staffing the concession building, it may notify the Proposer of that fact and the Proposer shall endeavor to increase it’s staffing to meet the City of Delaware recommendation.

**10. TERMS AND CONDITIONS**

**Applicable Laws**

The Revised Code of the State of Ohio, the codified ordinances of the City of Delaware, and all administrative rules insofar as they apply to the laws of competitive bidding, contracts and purchases are made of a part hereof.

**Indemnification by Proposer**

To the fullest extent allowed by law, the successful Proposer shall indemnify and hold harmless the City of Delaware, its employees, and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from the negligent performance of the contract, or any negligent act or omission, by Proposer, its employees, agents, subcontractors or assigns. Proposer’s obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the City of Delaware, its agents or employees are legally entitled.

**No Indemnification by City of Delaware**

The City of Delaware does not agree to indemnify or hold harmless the Proposer its employees and agents, from any liability for claims, damages, losses and expenses, including reasonable attorney fees, resulting from or arising under any contract.

**Commercial General Liability**

Commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors’ liability and personal and advertising injury liability against claims occurring on, in, or about the Facilities, or otherwise arising under the Agreement. The City is to be named as an additional insured. Contractor’s required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City. Prior to commencing work, Certificates of Insurance shall be submitted to the City.

$1,000,000.00 per occurrence

$1,000,000.00 personal and advertising injury

$2,000,000.00 general aggregate

$2,000,000.00 products-completed operations aggregate

**Automobile Liability**

Commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles. The City is to be named for an additional insured on Proposer’s policy(ies). Proposer’s required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the City. Prior to commencing work, Certificates of Insurance shall be submitted to the City.

$1,000,000.00 per occurrence

**Workers Compensation**

Workers compensation and employer’s liability as well shall be required by and in conformance with the laws of the State of Ohio. Before beginning work, the Contractor shall furnish to the City satisfactory proof that he/she has, for the period covered under the agreement, full Workers’ compensation coverage for all persons whom he/she may employ directly, or through subcontractors, in carry out the work contemplated under the Contract and shall hold the City free and harmless for all personal injuries of all persons whom the Contractor may employ directly or through subcontractors.

**Termination of Contract for Cause**

If, through any cause, the Proposer shall fail to fulfill in a timely manner and proper manner its obligations or if the Proposer shall violate any of the covenants, agreements, or stipulations of the contract, the City of Delaware shall thereupon have the right to terminate the contract by giving written notice to the Proposer of such termination and specifying the effective date of termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, and as of the time notice is given by the City of Delaware, all finished or unfinished services, reports or other materials prepared by the Proposer shall, at the option of the City of Delaware, become its property, and the Proposer shall be paid compensation for any services rendered.

**Termination of Contract for Convenience**

The City of Delaware may terminate the contract at any time by giving written notice to the Provider of such termination and specifying the effective date thereof, at least thirty (30) working days before the effective date of such termination. The notice may be mailed, hand-delivered, or sent electronically. In that event, all finished or unfinished services, reports, material(s) prepared or furnished by the successful Proposer under contract shall, at the option of the City of Delaware, become its property. If the contract is terminated due to the fault of the successful Proposer, termination of contract for cause relative to termination shall apply. If the contract is terminated by the City of Delaware as provided herein, the successful Proposer shall still pay compensation amount owed to the City of Delaware for services rendered.

The City of Delaware may, at its option, offset any amount due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the City of Delaware from the successful Proposer, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise and regardless of whether the debt due to the City of Delaware has been reduced to a judgment by a court.

**11. PROPOSAL SUBMISSION PROCEDURES**

**11.1 Proposal Submission**

Submissions of proposal will be received at Mingo Recreation Center, 500 E Lincoln Ave Delaware Ohio 43015, until 4:00 pm on April 10, 2023 or via email to [tmiller@delwareohio.net](mailto:tmiller@delwareohio.net). Any proposal received after the time and date specified will not be considered unless the Parks & Recreation Director determines it is in the best interest of the City of Delaware to do so. The City of Delaware will not be responsible for delays caused by the U.S. Postal Service, or any other means of delivery employed by the Proposer. The proposals must be submitted in sealed envelopes addressed to the Recreation Superintendent, City of Delaware parks and Recreation Department, bearing on the outside the name and address of the Proposer or via email as specified above.

Each Proposer must submit two (2) complete copies of the Proposer’s entire proposal, containing original signatures, price entries, and other required information and with all attachments and certificates required by the RFP documents.

Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior of the opening of proposals. No proposal may be modified or withdrawn for a period of ninety (90) calendar days thereafter unless the Recreation Superintendent determines it is in the best interest of the City of Delaware.

**11.2 Questions**

Any matter concerning this RFP document that requires explanation or interpretation must be inquired upon in writing by April 5, 2023. All questions should be directed to Ted Miller, Parks and Recreation Director, email is [tmiller@delawareohio.net](mailto:tmiller@delawareohio.net). All questions will be responded to in the form of written addenda.

**11.3 Changes and Addenda to RFP Documents**

Each change or addendum issued in relation to this RFP document will be on file in the City of Delaware Parks and Recreation Office no less than two (2) working days prior to the scheduled proposal opening date. In addition, to the extent possible, copies will be mailed or sent electronically to each person registered as having received a set of the RFP documents. It is the Proposer’s responsibility to check for addenda.

**11.4 Execution of Documents**

Proposals by a corporation must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign such proposal) and attested to by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation must be shown below the signature. Each corporate Proposer must also submit evidence of good standing in the Proposer’s state of incorporation and that the Proposer is qualified to conduct business in the State of Ohio. If the Proposer is not qualified to conduct business in the State of Ohio, the Proposer must represent and warrant to the City of Delaware that such Proposer will take all necessary steps to qualify to conduct business in Ohio if the Proposer is the successful Proposer. The failure of the Proposer to submit within fourteen (14) days of Notice of Award evidence of its qualification to conduct business within the State of Ohio shall terminate the contract award unless the Recreation Superintendent determines it is in the best interest of the City of Delaware not to terminate the contract award.

Partnership documents must be executed in the partnership name and signed by partner, whose title, if any, must appear under the signature. Proper evidence of the authority of the partner who signs the proposal must accompany the proposal. The official address of the partnership must be shown below the signature.

**11.5 References**

Proposers shall provide a list of not less than three (3) current customers with their proposal, said information to include name and address of the firm, and contact names with their daytime phone number, that can speak to the quality of services provided by the Proposer, and addresses of facilities served by the prospective firm (see Exhibit B).

The City of Delaware reserves the right to request additional information with respect to the references and financial condition of the Proposers, their subcontractors, or personnel, which must be provided to the City of Delaware in writing within five (5) days of any such request.

The Proposer shall provide a list of every judicial or administrative proceeding related to the procurement or performance of any public or private custodial cleaning instituted or concluded adversely against the Proposer’s company or any subsidiary of the company within the last 7 years.

The Proposer shall present information concerning any contract that was terminated for cause or due to default.

**11.6 Financial Statement**

All Proposers shall supply and furnish with the proposal a financial statement, showing the net worth of the Proposer for the previous two (2) years. The City of Delaware reserves the right to request additional financial information and reserves the right to reject the RFP responses based on the financial status.

**11.7 Proposal Information is Public**

All documents submitted with any proposal shall be subject to Ohio’s Public Records laws. By submitting any document to City of Delaware in connection with a proposal, the Proposer waives any claim against City of Delaware and any of its officers and employees relating to the release of any document or information submitted. Furthermore, the Proposer agrees to hold City of Delaware and its officers and employees harmless from any claims arising from the release of any document or information made available to City of Delaware arising from any proposal opportunity.

**11.8 Length of Contract**

The initial term of the contract shall run for a period of one (1) year with the City of Delaware option to extend for two (2) one-year renewal periods. The City of Delaware has the right to cancel and terminate the contract at any time by giving a thirty (30) day notice in writing to the Proposer. If the City of Delaware intends to exercise its right of renewal, it shall give notice in writing no less than thirty (30) days before the end of the then-current contract term. In the event of such cancellation, the Proposer shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the Contract prior to the effective date of cancellation but will not be entitled to receive any damages on account of such or any further payment whatsoever. The City of Delaware anticipates service commencing May 15, 2023.

**11.9 Award of Contract**

The City of Delaware intends to award a contract within a period of thirty (30) days from the submission due date. However, the City of Delaware reserves the right to reject any and all proposals, to waive technicalities and to request new proposals on the required services.

1. The successful Proposer will be required to execute a written contract with City of Delaware, Ohio, within ten (10) days after receiving such contract for execution.
2. The proposal should include any proposed contractual terms that the Proposer intends to request the City of Delaware to include in the contract. Such terms and conditions should not conflict with the Required Contract Terms in Section 3. If the proposed contractual terms conflict with the Required Contract Terms, the City of Delaware may reject the proposal. The City of Delaware reserves the right, but not the obligation, to negotiate additional terms with the successful Proposer.
3. The City of Delaware notification of the award of contract does not constitute the written contract and shall not create any legal obligation on behalf of the City of Delaware to enter into a contract. No binding contract shall be valid and enforceable against the City of Delaware unless it has been signed by the City Manager, on behalf of the City of Delaware, contains proper certificate by the Fiscal Officer that funds are available, and contains approval of the City of Delaware City Attorney as to the legal form of the contract.
4. It is not the policy of the City of Delaware to award a contract on the basis of price alone. A Proposal may be evaluated and selected on the basis of reputation, experience, past performance, skill, and financial capacity or background.

**12. SPECIFICIATIONS FOR CONCESSION SERVICES**

**12.1 Background/Criminal Record Checks**

Proposer shall be responsible for conducting or having conducted background checks and proper identification of staff. The City of Delaware may require Proposer or the employee to leave the facility if employees fail to display the proper identification. All employees of the Proposer who are not satisfactory to the City of Delaware will be immediately replaced by another or others who are satisfactory. All employees of the Proposer shall be bonded by a surety company satisfactory to the City of Delaware. Proposer must be able to comply with applicable State and Federal employment laws, including but not limited to employing employees who are able to legally work in the United States. All persons employed by the Proposer to perform the services required shall be screened by the Proposer as to their background and previous work records so that only persons of integrity shall be employed by the Proposer. Only authorized employees and agents of the Proposer will be permitted on the City of Delaware property.

The successful Proposer will be responsible for each of their employees’ submission to a criminal history background check and to have available to the City of Delaware for verification. The successful Proposer shall not assign an employee to the City of Delaware who has a pending criminal charge. An employee assigned to the City of Delaware by the successful Proposer will be reassigned from the City of Delaware if, during their tenure with the successful Proposer, they obtain a criminal record or a pending criminal charge.

**12.2 Proposer’s Response Time and Manner**

Proposer must maintain a twenty-four (24) hour business phone or telephone answering service for the purpose of receiving City of Delaware communication in an efficient and timely manner. Proposer shall respond to all messages regarding incomplete or defective work as soon as possible, but no later than four (4) hours after receiving the City of Delaware messages or 12:00 p.m. on the same business day, whichever is later.

**12.3 Notification of Problems by Proposers**

In the event of accidents of any kind or upon finding any problem with City of Delaware property or broken fixture(s) within any facility, the successful Proposer shall immediately notify the City of Delaware Parks and Recreation office during the City of Delaware normal working hours of 8:00 AM to 5:00 PM. If such an accident, problem, or issue occurs or is discovered after normal working hours, the successful Proposer shall notify the Parks and Recreation Department to secure a report. The report shall provide a full accounting of all details of the accident or problems with City of Delaware Property or within the City of Delaware buildings. If notification is not given within the time limit stated above, deductions from costs may be used for failure to comply with the terms of this agreement.

If in the process of performing services, the successful Proposer’s employee damages the City of Delaware premises or property, the successful Proposer will compensate the City of Delaware for repair or replacement of damage. An invoice will be presented to the Successful Proposer to provide evidence of actual cost incurred. Should the successful Proposer refuse to compensate the City of Delaware for the loss, the proceeds will be withheld for fees owed to the Successful Proposer for services.

**12.4 Quality of Proposer’s Service**

All services shall be rendered in a manner equal to and in accordance with industry standards. All services shall be rendered by staff directly employed and supervised by Proposer.

**Attachment – A**

**LOCATION OF CONCESSION SERVICES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| # | Location | Location Address | Concession Type | Staff Contact | Hours of Operation |
| 1 | Mingo Park Jack Florance Pool | 500 E. Lincoln Ave. | Pool Hours | Ted Miller  [tmiller@delawareohio.net](mailto:tmiller@delawareohio.net)  740-203-1452 | 12 PM – 8 PM  7 days  Memorial -Labor days |
| 2 | Mingo Park Ball Field | 500 E. Lincoln Ave. | League schedule | Ted Miller  [tmiller@delawareohio.net](mailto:tmiller@delawareohio.net)  740-203-1452 | League Schedule |
| 3 | Smith Park | 1305 Troy Rd | League schedule | Ted Miller  [tmiller@delawareohio.net](mailto:tmiller@delawareohio.net)  740-203-1452 | League Schedule |

**EXHIBIT A**

**STATEMENT OF EXPERIENCE**

**Section A**

Business Name:

Address: Phone:

City: State: ZIP:

Federal Tax ID# Business License #:

Business Status:

Non Profit Corporation

Corporation State of Incorporation:

Limited Liability Company

Partnership: Sole Limited General

Other:

Name and Title of an Officer, Member or Owner authorized to sign this proposal and any contract with the City that may result.

Name: Title:

**Section B**

Number of years in business under present business name:

Other Business Names:

Number of years under prior name, if any:

**Section C**

Number of years of experience in providing required, equivalent, or related projects:

**Section D**

Similar projects completed during the last five years?

Period Services Location Agency Name

1.

2.

3.

4.

5.

**Section E**

Have you or your agency failed or refused to complete a contract? Yes No

If yes, explain:

**Section F**

List all required business and professional licenses that pertain to this Project:

License No. Type Expiration Date

By signing this Statement of Experience, you are certifying that all the information provided on this form and contained within your proposal are true and you acknowledge that if the proposal contains any false statements, the City may declare any contract or agreement made as a result of the proposal to be void. You further agree to provide additional information as required by the City to make an informed determination of qualification.

Signature: Date:

Authorized Name: Title:

**EXHIBIT B – REFERENCE FORM**

|  |  |
| --- | --- |
| **Company Name:** | **Contact Person:** |
| **Address:** | **Telephone No:** |
| **City, State, Zip:** | **Email Address:** |
| **Services Provided/Date of Service:** | |
| **Company Name:** | **Contact Person:** |
| **Address:** | **Telephone No:** |
| **City, State, Zip:** | **Email Address:** |
| **Services Provided/Date of Service:** | |
| **Company Name:** | **Contact Person:** |
| **Address:** | **Telephone No:** |
| **City, State, Zip:** | **Email Address:** |
| **Services Provided/Date of Service:** | |

**EXHIBIT C**

**DOCUMENTATION OF SALES AND COMMISSIONS PAID**

**ADDITIONAL CRITERIA**

*Company Name*

The percentage of commission will be % of total net sales payable to the City of Delaware.

Vendor will provide number of gratuitous cases of product to the City of Delaware each year.

Other form(s) of proposed compensation the Respondent may desire to include for the rights and privileges set forth in Section 4.0:

**PROPOSED DOCUMENTATION OF SALES**

Describe your method of documenting sales of vending products for the purposes of payment of commission to the City of Delaware. Attached additional sheets as required.

I certify that the statements made by in this Proposal are true, complete and correct to the best of my knowledge and belief and are made in good faith.

I understand any misstatements/omissions of material fact may cause forfeiture of my rights of contract with the City of Delaware.

Name Title

**EXHIBIT D**

**PRODUCTS LIST**

*Company Name*

Please list initial products for machines. Product list may change in accordance with consumer demand.

|  |  |  |  |
| --- | --- | --- | --- |
| **Food/Beverage** | **Size** | **# of Slots** | **Vend Price** |
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**PRODUCTS LIST CONTINUED**

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| --- | --- | --- | --- |
| **Food/Beverage** | **Size** | **# of Slots** | **Vend Price** |
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| **TOTAL SLOTS** |  |  |  |

Signature: Date:

Authorized Name: Title:

**EXHIBIT E**

**EQUIPMENT LIST**

*Company Name*

Please list initial products for machines. Product list may change in accordance with consumer demand.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **Model Name/No.** | **Make** | **Qty.** | **# Selections** | **Total # Items** | **Type of Monetary Acceptance (Bills, Coins, Credit Cards)** | **Type of Energy Sensor if Applicable** |
| 1 |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | **Model Name/No.** | **Make** | **Qty.** | **# Selections** | **Total # Items** | **Type of Monetary Acceptance (Bills, Coins, Credit Cards)** | **Type of Energy Sensor if Applicable** |
| 5 |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |
| 9 |  |  |  |  |  |  |  |

Signature: Date:

Authorized Name: Title: