

CITY OF DOUGLASS HILLS REQUEST FOR PROPOSALS

Project Summary:

Notice is hereby given that the City of Douglass Hills requests proposals from bidders to operate a concession stand at its public pool. Proposals shall review the city's specification submit details as to why bidder would be the best choice to operate the concession stand. Bidders are encouraged to demonstrate prior experience operating similar stands. The proposals will be reviewed by the city council and a winning bidder selected based on the evaluation criteria set out in this request for proposal.

Evaluation of Proposals:

The contract shall be awarded to the lowest and best bidder, which will be the best overall bidder after evaluation of the bid proposals on objective criteria not limited to price, including:

- (a) Demonstrated effectiveness and reliability in similar projects, including recommendations from other clients and examples of past projects.
- (b) Proposal that, in the City's opinion, provides the best service to the patrons of the city pool and park.
- (c) Evidence that the contractor has the resources (currently available manpower, equipment, knowledge, and experience) to run the stand.

Proposals shall submit information with the bid addressing (a), (b), and (c). The city reserves the right to reject any or all bids and waiver minor bid irregularities. The winning bidder will be the lowest and best bidder after reviewing the proposals and applying the evaluation criteria above.

Sealed bids shall be submitted to Clay Porter at the City Hall, prior to the bid opening day and time on the 16th day of February, at the hour of 2 p.m., at the Douglass Hills city offices, located at 219 Moser Rd., Louisville, KY 40223, where they will be open and read.

General Specifications:

The successful Contractor agrees to the following:

Premises and Purpose: Through this agreement Operator shall run a concession stand at the City's public swimming pool located at 501 Gatehouse Lane, Louisville, KY 40243, and charge patrons for concessions as its sole compensation. City's purpose for this agreement is to provide a well-stocked, well-staffed and safe concession stand for its pool and park patrons to enjoy.

Areas Reserved: Concession stand area at the pool, along with certain concession equipment owned by the City of Douglass Hills. City shall be responsible for normal wear and tear repair and maintenance on the equipment owned by the City

(which is identified in Appendix A). Operator is responsible for repair and maintenance on its own equipment, as well as any repairs necessary due to the misuse or abuse by Operator or its agents of the City's equipment.

Duration of Use: May 27th, 2024 through September 2nd, 2024.

Terms and Conditions of Use

- (1) The Term of this use agreement is for one pool season, defined by the Duration of Use for the calendar year 2024. However, the agreement may be renewed by mutual written agreement for additional one-year terms. Operator shall submit to City financial reports on the profit and loss of the concession stand for the year, within 60 days of the close of each season.
- (2) It is understood that the City may additionally require rent or other considerations to be paid to the city upon renewal(s) of this agreement, based on the profit and loss statements submitted at the end of each year by Operator.
- (3) The Operator will fully comply with all Federal, State and Local regulations required for the operation of said concession stand.
- (4) Operator will report any damage or dangerous condition at the facility to the City immediately.
- (5) Operator will provide, at its own cost, certificate of insurance in an amount sufficient and acceptable to City insuring its activities at the facility. The certificate of insurance shall be given to the City upon each policy renewal. The Operator is responsible for disclosing to City any change in the policy of any kind immediately.
- (6) The Operator hereby agrees to hold harmless and indemnify the City of Douglass Hills, all its employees, officials, agent, and assigns, from any and all liability resulting from the Operator's use of the facility.
- (7) The Operator understands and agrees that with respect to its activities provided for in this Agreement, all its volunteers, agents, officers, members, contractors, and employees are not in any way associated with the City of Douglass Hills and are not employees of the City of Douglass Hills. Operator agrees that it will provide all required employer insurance (workers compensation and unemployment insurance) required on its staff, if any.
- (8) The Operator will hire, pay, schedule, and manage its staff, purchase food/drink/supplies, and pay all related payroll and sales taxes.

- (9) Operator's staff will prepare the stands for opening in the Spring and clean up and winterize stands at the end of the season. The City will pay for the winterization (if necessary) and maintenance of large equipment like ice machines, refrigerators and all sinks that supply water to the stand.
- (10) City will reimburse Operator for the facility licensing and inspecting fees; however, it is the Operator's responsibility and a condition of this agreement that Operator applies for and is granted a Food Handlers Certificate from the Louisville Metro Board of Health and meet with the Health Department twice a year for stand inspections.
- (11) The Operator will utilize cash and credit cards for payment.
- (12) Standard operating hours: Concession stand will open Memorial Weekend and close on Labor Day. The stand will operate the following hours at a minimum: Monday-Thursday Noon to 7 p.m., Friday-Saturday Noon-8 p.m. and Sunday 1 p.m.-7 p.m. The stand is not open for special events unless separately and mutually agreed between Operator and City.
- (13) Acceptable closures and related communication.
 - a. When pool is closed due to weather, no communication is required.
 - b. Based on weather forecast when pool is open but attendance is expected to be extremely low, require at least 3-hour advance notice before pool opening time to obtain city approval, if given, City will communicate the closure with patrons. If Operator fails to so notify the City, or otherwise does not operate the concession stand without the prior approval of city, it shall pay to City a termination fee in the amount of \$100 per operational day missed.
- (14) Concession has access window for the pool area as well as an access window outside of the pool for park patrons. Operator will be able to market and sell to both pool and park patrons.
- (15) Contract termination.
 - a. If the Operator is in violation of the terms of the agreement, the City may terminate this agreement 10 days after giving the Operator written notice of the deficiencies and an opportunity to cure.
 - b. City shall have the right to terminate this agreement for convenience after providing Operator with a 30-day prior written notice. The Operator will have the option to continue to operate for the duration of the 30-day notice period.
 - c. Operator shall have the right to terminate this agreement for convenience after providing City with a 30-day prior written notice, provided however, that Operator shall pay to City a termination fee in the amount of \$100 per operational day left in the season.
- (16) This agreement is the entire agreement between the parties and supersedes any prior agreements, understandings, or negotiations. This Agreement may not be

modified, except in writing, signed by both parties. If any terms hereof are declared invalid or unenforceable, the remainder of the agreement shall not be affected thereby.

- (17) The law of Kentucky shall govern this agreement and venue shall be Jefferson County.