

MINIMUM SPECIFICATIONS, INSTRUCTIONS
TO BIDDERS AND STANDARD FORM PROPOSAL
FOR A CONCESSION AGREEMENT WITH THE
CITY OF WICKLIFFE, OHIO

Director of Recreation
Wickliffe City Hall
28730 Ridge Road
Wickliffe, Ohio 44092-2598

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1. General: The intent of these specifications is to solicit lump sum bids for the operation of the concession stand at the Coulby Park Aquatic Center. The City of Wickliffe will cover all utility costs associated with the operation of the concession stand (i.e., water, electricity). General maintenance to the building required due to normal usage will be provided by the bidder including but not limited to: cleanup of the concession stand floor, walls, counter, and general area of the stand. The City of Wickliffe will also provide service to remove bagged rubbish from the premises.
2. Location covered by Bid: Coulby Park Aquatic Center; 28730 Ridge Road, Wickliffe, Ohio
3. Exclusivity: The City of Wickliffe reserves the right to authorize various entities the ability to operate business within Coulby Park during certain specific special events that may occur throughout the year.
4. Duration of Contract: (Two seasons) June 5, 2010 to September 6, 2010 (Alternate A-Year One)
June 5, 2010 to September 5, 2011 (Alternate B-2 Year Total)
To correspond with pool season open and close.
5. Proposal: Sealed proposals endorsed
"Bid For Concession Stand"
6. Liability of Insurance: The concessionaire shall maintain a policy of general liability insurance in the amount of One Million Dollars (\$1,000,000.00) naming the City of Wickliffe as ADDITIONAL INSURED.
7. Property Damage Insurance: The concessionaire shall also carry damage insurance in the sum of One Hundred Thousand Dollars (\$100,000.00) property damage with the City of Wickliffe as ADDITIONAL INSURED, it being understood that the concessionaire shall pay the entire premium on said policy of insurance.
8. Claims and Damages: The concessionaire shall covenant and agree with the City of Wickliffe that he/she will indemnify and save harmless the City of Wickliffe from all claims, damages, actions or causes of action and will defend any suit brought against the City by reason of the concessionaire's failure to neglect in complying with any of the conditions and obligations of this agreement, or by reason of anything arising from or growing out of the negligence of the operation of the aforesaid concession.

9. Grounds to be Cleaned: The concessionaire shall be obligated to keep the stand and the entire area to be free of any paper, garbage or rubbish, or other litter resulting from the operation or the products purchased or consumed thereat by its customers. The concessionaire shall, likewise, be responsible for and shall cause repair of any damages done to the stand, ground sidewalks or other park property by reason of its operation.
10. Articles to be Sold: All articles to be sold shall be approved by the Dir. of Recreation.
11. Quality of Merchandise: All foods, drinks, beverages, confections, refreshments and the like, sold or kept for sale, shall be of first quality, wholesome and pure, and shall conform in all respects to the Federal, State, and Municipal Laws, Ordinances and Regulations.
12. Prices of Refreshments: All prices of refreshments shall be approved by the Director of Recreation or his designate. A list of all articles to be sold and their prices must be submitted with each bid, and will be considered in the determination of the "best" bid.
13. Post of Prices: All prices of all items shall be posted in full and open view of the public.
14. Intoxicating Beverages: No intoxicating beverages of any kind shall be kept, sold, or given away, or used in or about the premises.
15. Licenses and Taxes: The concessionaire shall pay all taxes and license fees that shall accrue or become due under the laws of the United States or the State of Ohio or the Municipal Code or the City of Wickliffe during the term of the contract.
16. Sale of Bottled Goods: The sale of glass bottled goods is prohibited at the concession stand.
17. Proposal: The City reserves the right to award bid to the highest and best bidder, in the opinion of Council. Each bidder must be willing to accept and enter into an agreement in the event he/she is the successful bidder thereon.
18. Financial Statements: The bidder must submit annual financial statements to the Finance Department of the City indicating all financial transactions of the bidder, together with an accounting of the method of disposal of any profits resulting from the operation of the concession stand.
19. Utilities: All utilities shall be paid by the City of Wickliffe.
20. Equipment: Successful bidder may use the refrigerator presently in the Concession Stand, which is owned by the City of Wickliffe. Bidder must supply all other equipment and/or appliances for the operation of the concession stand.

21. Hours:

Mandatory Times: Sunday thru Saturday
 1:00 P.M. to 8:00 P.M.
 Optional Times: Monday thru Sunday
 8:00 A.M. to 1:00 P.M. *

*As Approved by Recreation Director

22. Payment

Twenty percent (20 %) of bid for the year due as down payment prior to start of each season. Balance should be made in three similar payments on July 31, August 31 and September 30 of current year. 10% bid bond due at bid submittal.

22. Acceptance of Bids:

No bid shall be accepted from a bidder who is in default of any material condition or provision of any former contract or concession agreement with the City.

23. Termination Upon Breach:

If any installment or part thereof shall at any time be in arrears and unpaid or if the concessionaire should fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of this concession agreement on the part of the concessionaire to be kept and performed after ten (10) days written notice upon the concessionaire to pay the installment or to rectify the breach complained of, the City of Wickliffe shall cause this concession agreement to cease, be utterly void and terminated, without prejudice to the City's right of action for arrears of installment payments or breach of covenant, present and prospective damages or any other cost or expense resulting from such breach on the part of the concessionaire.

24. DELINQUENT PERSONAL PROPERTY TAXES - SECTION 5719.043 ORC SUCCESSFUL BIDDERS ON CONTRACT WITH A TAXING DISTRICT TO DISCLOSE ANY DELINQUENT PERSONAL PROPERTY TAXES.

AFTER THE AWARD BY 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 DELINQUENT PERSONAL PROPERTY TAXES ON THE GENERAL TAX LIST 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 PENALTY 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.

CITY OF WICKLIFFE

Timothy E. Stopp
 Director of Recreation

- 4. Competency of Bidder - No bid will be considered unless the bidder shall have furnished evidence satisfactory to the City of Wickliffe that he has the necessary facilities, abilities, experience and financial resources to fulfill the conditions of the contract and specifications.

- 5. References - To indicate that he or they have provided a similar service to local businesses or municipalities, list three references, including the address, phone number, and contact person.

- 6. Additional or miscellaneous comments by the Bidder:

BIDDER:

ADDRESS:

PHONE NO.:

AUTHORIZED SIGNATURE:

PRINT AUTHORIZED SIGNATURE:

10% Bid Bond Enclosed

Bond Company

Identification No.

10% Certified Check Enclosed

Bank Name

Identification No.

CITY OF WICKLIFFE

Timothy E. Stopp
Recreation Director

THE CITY OF WICKLIFFE

BIDDER'S AFFIDAVIT

STATE OF OHIO)

COUNTY OF)

_____ being first duly sworn, deposes and

says that he is _____
(sole owner-authorized partner-authorized officer and title)

of _____
(the party making the enclosed proposal or bid and says further that said (sole owner - partnership or corporation)

is (are) the only party or parties interested in the profits of any contract which may result from the herein contained proposal; that the said proposal is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said work; that no member of the City Administration, head of any department, or bureau or employee therein or any officer of the City of Wickliffe, Ohio is directly or indirectly interested therein, that said proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder, or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Wickliffe, Ohio ; and that all statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid; or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a party thereof as though fully rewritten herein.

Affiant

sworn to before me and subscribed in my presence this

day of _____ 20 _____

Notary Public