



REQUEST FOR PROPOSAL

Nibley City is requesting proposals for a **Concession Stand Vendor**. Preferably, the stand would be mobile, but specific proposals for a stationary stand will be considered. The contract would be for Virgil Gibbons Heritage Park at 2456 S 800 W and/or Anhder Park at 294 W 3200 S.

For additional information or questions related to this request, contact Nibley City Planner, Levi Roberts at (435) 752-0431 or levi@nibleycity.com.

Proposals will be accepted at Nibley City Hall, Attn: Levi Roberts, 455 W 3200 S UT, 84321, until **2:00 p.m., Monday, March 25, 2024**. The proposals should be identified as "Proposal for Concession Stand Vendor" on the exterior envelope. Proposals can also be submitted by email to levi@nibleycity.com.

Nibley City reserves the right to reject any or all proposals, to waive informalities or irregularities in the proposals received, to reject non-conforming, non-responsive or conditional proposals, and to accept the proposal which in the judgment of Nibley City best serves its needs.

Dated March 6, 2024.

Levi Roberts, AICP
City Planner
455 West 3200 South
Nibley, Utah 84321
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Email: levi@nibleycity.com

Nibley City is requesting proposals for a Concession Stand Vendor for Virgil Gibbons Heritage Park at 2456 S 800 W and Anhder Park at 294 W 3200 S.

General Information

1. Anhder Park and Virgil Gibbons Heritage Park are open from dusk to dawn. There are special events held throughout the summer that the concession stand may be open after dark.
2. Equipment available to concessionaire:

Electrical outlets for your use
3. A business license from Nibley City will be required upon awarding of contract.

Selection of Proposal

The selection of a proposal is based upon the following:

- (a) Resume indicating prior experience in required services.
- (b) A proposal for revenue sharing. (Minimum amount of revenue sharing is \$100/month. Any proposal for revenue sharing not meeting this minimum will not be considered.)
- (c) A proposal for hours of operation, frequency of use, seasonality, etc.
- (d) A list of items to sell and prices.
- (e) Proof of ability to comply with insurance requirements as shown on Exhibit A
- (f) See attached: Minimum performance criteria

Nibley City
Parks and Recreation

Minimum Performance Criteria for Concessionaires:

- ___ Operate according to hours stipulated in agreement
- ___ Maintain current records that easily identify daily sales transactions
- ___ Timely payments to the City
- ___ Proposed hours of operation
- ___ Uphold and enforce the terms governing the prohibition of alcohol, tobacco, and illegal drug use during the performance of duties under this agreement
- ___ Payment of all required fees as stipulated in the agreement
- ___ Submittal of current, valid certificates of insurance as per Exhibit A
- ___ Compliance with the following restrictions: no offensive, noisy, or dangerous trade, business, manufacturing, occupation of any activity contrary to this agreement or that causes waste to the premises
- ___ Compliance to policy governing the display of posters, brochures, written materials within or on the premises without prior written consent from Nibley City
- ___ Hold a current, valid food handler's permit
- ___ Hold a current, valid City business license
- ___ Exemplify excellent customer service
- ___ Ability to satisfactorily resolve customer complaints
- ___ Offer reasonable prices that are pre-approved by the City
- ___ Careful evaluation shall be given to Concessionaire's business relationship, general courtesy, and overall customer service with Dept. staff and patrons

EXHIBIT A

NIBLEY CITY

INSURANCE AND BOND REQUIREMENTS

FOR: Parks and Recreation 2021 Concessionaire Services

The Contracting party shall procure and maintain for the duration of the contract insurance and bonds against claims or liability which arises out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance and bonds shall be included in the Contracting party's bid or proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits not less than:

1. **GENERAL LIABILITY:** \$1,000,000 combined single limit per occurrence, personal injury and property damage, \$2,000,000 aggregate. Broad Form Commercial General Liability is required. (ISO 1993 or better) to include Products - Comp/OP aggregate of \$2,000,000. Limits to apply to this project individually.
2. **PROFESSIONAL LIABILITY:** Not applicable.
3. **AUTOMOBILE LIABILITY:** \$1,000,000 per occurrence. "Any Auto" coverage is required.
4. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY:** Workers' Compensation statutory limits as required by the Workers Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$100,000 per occurrence.
5. **PAYMENT and PERFORMANCE BONDS:** Not applicable.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention exceeding 5% of the policy limits must be declared to and approved by Nibley City. At the option of Nibley City, either (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Nibley City, its officers, officials and employees; or (2) the Contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to promptly disclose to Nibley City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I. General Liability and Automobile Liability Coverages

A. Nibley City, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the Contracting party; premises owned, leased, hired or borrowed by the Contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Nibley City, its officers, officials, employees or volunteers.

B. The Contracting party's insurance coverage shall be a primary insurance as respects to Nibley City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Nibley City, its officers, officials, employees or volunteers shall be in excess of the Contracting party's insurance and shall not contribute with it.

C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Nibley City, its officers, officials, employees or volunteers.

D. The Contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. **ACCEPTABILITY OF INSURERS**

Insurance and bonds are to be placed with insurers admitted in the State of Utah with an A. M. Best rating of not less than A-: IX, and in the limits as listed in this document, unless approved by the City Planner, or his designee, **a minimum of five (5) business days prior to bid or proposal deadline.**

F. **VERIFICATION OF COVERAGE**

Contracting party shall furnish Nibley City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms acceptable to Nibley City before work commences. Nibley City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. **SUBCONTRACTORS**

Contracting party shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.