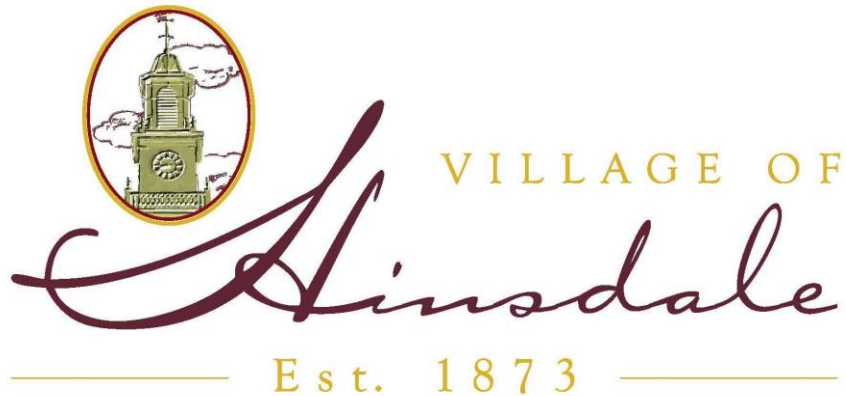


Village of Hinsdale
Parks & Recreation Department



Community Pool Concession Services Request for Proposal (RFP)

Proposals due February 14, 2023 –no later than 4:00 pm

**19 E. Chicago Ave, Hinsdale, IL 60521
630-789-7090**

**VILLAGE OF HINSDALE
REQUEST FOR PROPOSAL**

**COMMUNITY POOL
CONCESSION SERVICES**

- A. **INTRODUCTION:** The Village of Hinsdale is accepting proposals for the operation of food concession sales for a one-year period commencing May 1, 2023 through April 30th, 2024. The Village of Hinsdale also reserves the right to extend this contract for additional two-year period from May 1, 2024 to April 30, 2024 and from May 1, 2025 to April 30, 2025 under the same terms and conditions as the original contract upon thirty (30) days notice in writing of its intention to exercise the option.

These concession sales are to be offered at the Hinsdale Community Swimming Pool located at 500 W. Hinsdale Ave, Hinsdale, Illinois. The sales will be conducted pursuant to a lease agreement with the Village of Hinsdale. A sample copy of the lease agreement is attached.

- B. **INTENT:** It is the intent of the Village of Hinsdale to accept proposals from interested companies or individuals to enter into the lease agreement and to conduct the sales at the facilities and events as described herein. The Village of Hinsdale intends to award one contract.

C. **DESCRIPTION OF THE CONCESSION FACILITIES:**

1. **Hinsdale Community Swimming Pool:** The Concession Building of the Community Swimming Pool includes a food preparation/service area which measures 18'8" x 11'. The adjoining storage area is approximately 170 square feet. The seating area accommodates 8 tables, plus a large sun deck which permits food. The total concession deck area is approximately 2,800 square feet.

Additionally, there is an outside access window at which the vendor can sell product to walk-up customers not currently visiting the pool. The vendor will be allowed to advertise this window on the exterior of the building as well.

The Hinsdale Community Swimming Pool is open daily from Memorial Day through Labor Day (a 99-day season). This schedule is noted only to give an indication of anticipated dates and times. It may be subject to change.

Pool Concession Service

- Concessions will be required to be open during public swim sessions which is daily from 11:30 pm-7:00 pm. Concessions cannot close before 5:00 pm. There will be reduced hours on Memorial Day, July Fourth, Labor Day and for the two weeks at the beginning and end of the season.
- Concessions will be provided during Town Team Swim meets that are held on weekday evenings during regular pool hours and on Saturday mornings prior to general open swim.
- The Concessions will be required to be open for the annual Hinsdale Swim Club Swim Meet which is held for three days (Fri-Sat-Sun) in either late June or early July. The swim meet hours are 6:00 am-8:00 pm. The Concessionaire will be the only food vendor for the three-day swim meet, unless vendor is unable to provide a requested/specialty item. In that case, a separate vendor may be allowed.
- Operations are dependent on weather conditions. Facilities may close temporarily for inclement weather and will re-open when weather conditions allow.
- The Village offers birthday parties and non-public private rentals. The vendor will be required to provide food and beverages for these events and other pool special events as requested.
- Historically there have been approximately 24,000 visits to the Community Pool annually. Average daily attendance for a Saturday is 475 guests. The bathing load capacity of the pool is 930 guests.
- Guests are not allowed to bring outside food in.
- Optional morning/breakfast hours from 5:30am-9am, negotiable.

D. CONCESSIONAIRE RESPONSIBILITY: The concession areas must be open for business at all times that is designated in the Concession Lease Agreement. The Concessionaire shall be responsible for all food and beverage service including ordering, pricing preparing, and disbursing. The Concessionaire shall also be responsible for maintaining a clean and sanitary operation. Trash and debris shall be removed from every concession areas and properly disposed of every evening at closing and during the day as needed. Concession stand is also responsible keeping the concession stand tables cleaned.

E. LOCAL, STATE AND NATIONAL LAWS: The Vendor shall be required to certify compliance with applicable codes, laws, ordinances, and regulations of the Village of Hinsdale, DuPage County, State of Illinois, and Federal Government, including but not limiting to sanitation (food and sanitation certificate holder), age, minimum wage, sales tax, and equal employment opportunity, must be adhered to.

It will be the responsibility of the Concessionaire to obtain an appropriate permit from the County Health Departments to operate the facilities.

F. **BACKGROUND CHECKS:** On an annual basis in May, the selected vendor must provide to the Village proof of background checks and a cross check of the Federal Sex Offender Register having been conducted within 60 days prior thereto of all vendor's employees who will be working at the Concession Stand and the Vendor will be required to certify that no employee has been convicted of a crimes such noted in Section 18 of the lease agreement. The criminal background checks will be paid for by the Vendor and are not reimbursable by the Village.

G. **EQUIPMENT:** The Village of Hinsdale will make the following existing equipment available for the concession operation at the Swimming Pool: one single door upright commercial stainless-steel freezer, one commercial stainless-steel double door upright commercial refrigerator, commercial griddle, ice machine, microwave oven, popcorn machine, pizza oven, NFS approved shelving, a range hood measuring 48" x 36".

The Village will not guarantee that the equipment will always be in working condition and will not accept any liability for equipment that is not in working condition but the Village will make reasonable efforts to promptly repair any equipment that is not in working condition. The Concessionaire will be responsible for providing its own equipment for the concession's operations, to the extent that more equipment is needed than is currently provided by the Village.

H. **UTILITIES AND REFUSE DISPOSAL:** The Village will provide gas and electricity and the cost of refuse disposal at all the facilities.

I. **MINIMUM LIMITS OF INSURANCE:**

Concessionaire shall maintain limits no less than the following,

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

J. INDENITY/HOLD HARMLESS

To the fullest extent permitted by law, the Concessionaire hereby agrees to defend, indemnify and hold harmless the Village of Hinsdale, its official, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Hinsdale, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Concessionaire, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the Village of Hinsdale, its agents or employees, the Concessionaire shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Hinsdale , its officials, agents and employees, in any such action, the Concessionaire shall, at its own expense, satisfy and discharge the same.

The Concessionaire expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Concessionaire, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Hinsdale, its officials, agents and employees as herein provided.

K. BACKGROUND AND EXPERIENCE: Included in each proposal must be background information and experience of the individuals involved in operating the concessions operations and of the company if applicable.

L. STANDARD OF PERFORMANCE: The sale of concession at the Village facilities is an integral part of the Village's park and recreation program. As such, it is expected that this operation will be conducted in a first-class manner that is representative of the highest standards for food service operation at all times. The Village will not allow or tolerate conduct at any facility that diminishes the integrity of the Concessionaire or of the Village. If the concessionaire has any recommendations for improvements in the operation of the concession facilities, then those recommendations should be made in writing to the Hinsdale Park and Recreation Commission.

M. SUBMITTAL OF PROPOSAL: Proposals for entering into the Lease Agreement for the Concession Facilities should be submitted in writing in on or by **Tuesday, February 14th at 4:00 pm** to the address below or via email.

mahyes@villageofhinsdale.org

Village of Hinsdale
c/o Michael Hayes
19 East Chicago Avenue
Hinsdale, IL 60521

The following information shall be included in all proposals:

1. A statement of background and experience as described in Paragraph J above.
2. Complete the application with both rent payment options completed.
Option #1, a flat amount of rent (\$5,000) to be paid for by the Concessionaire for the use of concession facilities.
Option #2, monthly percentage (10%) of all sales.
4. **A separate schedule of food items to be offered and sales prices.**
5. Such other information as the bidder believes is required for the Village to evaluate that proposal.

N. REQUESTS FOR ADDITIONAL INFORMATION/FACILITY TOURS:

All questions or arrangements for a site visit of the facility should be directed to:

Michael Hayes,
mhayes@villageofhinsdale.org

Staff will meet vendors at the pool at 500 W. Hinsdale Avenue.

O. SELECTION: The Village of Hinsdale will evaluate each proposal and determine which proposal, if any, provides the best service and return to the Village. The Village reserves the right to reject any and all proposals, waive technicalities, or negotiate modifications to the proposal in the best interest of the Village. The Village will evaluate the proposals submitted on the basis of:

- The quality and thoroughness of the proposal
- Demonstrated expertise and experience in the industry and the ability to set up and open desired food service operation in a reasonable time frame.
- The vendors understanding of the current market area and the description of how the proposal service will attract and service the anticipated clientele.
- Responsiveness of proposed schedule, hours of operation and scope of service to be provided.
- Reference validation.
- Demonstration that vendor possesses all required state and local licenses and certifications.

The successful vendor will enter into a Concession Agreement with the Village. A sample agreement is attached hereto as Exhibit A.

P. EXECUTION OF CONCESSION AGREEMENT

Upon selection of a vendor, a Concession Agreement, in the form attached to this RFP, is contemplated to be executed by the Parties.

The Vendor that enters into the Concession Agreement with the District may not sell, sub-contract, transfer or give the concession rights to anyone else and shall be obligated to use its own employees to operate the concessions.

**VILLAGE OF HINSDALE
CONCESSION SERVICES APPLICATION**

Company Name _____

Mailing Address _____

Phone Number _____ Email _____

Contact Person _____ Title _____

Answers must be provided with supporting information as necessary.

- 1. Please describe your organization (Corporation, LLC, sole proprietor, etc.):

- 2. How long has this business been in existence under your control and/or ownership?

- 3. Provide information on other locations your organization currently operates or has operated within the last three years. Please include the name of the specific contact of the company your organization worked with and a phone number for each location.

Name of Company	Contact Name	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 4. Identify the person in your organization that will be directly responsible for the operation of the specified concession services (name and title).

5. Does this person currently hold a sanitation license? Please note you will be required to meet the provide all the necessary local and state statues pertaining to sanitation of food service facilities, as well as business licensing. Yes _____ No _____

6. What training (food safety, customer service, first aid, etc.) does your front line staff receive?

7. Does your staff go through criminal background checks, Yes _____ No _____ and/or drug test? Yes _____ No _____

8. Have you or any other principal in your organization been involved in a legal dispute related to your business operations? Yes _____ No _____

9. Provide a complete list and attach a menu of proposed beverages and food items along with a suggested sales price for each item, and if sales tax will be included in price or added at time of purchase. This menu will be used by the Village as a component of the decision making process. The Village requests that there be healthy options on the menu.

10. Birthday Party Packages – Please list the proposed cost and description of food and drink packages for parties as well as the cost for additional food and beverages above the party package. What would be the timeline for placing the order for a party package?

17. The Vendor must pick one option to be considered.

Option 1 – Flat amount of rent (\$5000) to be paid in two payments, first payment on June 1st, the second payment to be paid on August 1st of the same year.

Option 2 – Option #2, monthly percentage (10%) of all sales. Monthly payments and sale receipts are due at the end of each operating month (May-September)

REFERCENES

Please provide a description of and contact information from previous/similar projects:

1. Company/Agency Name: _____

Contact Information: _____

Dates & Description of Services Provided: _____

2. Company/Agency Name: _____

Contact Information: _____

Dates & Description of Services Provided: _____

3. Company/Agency Name: _____

Contact Information: _____

Dates & Description of Services Provided: _____

RFP Submitted by: _____ Title: _____

Print Name: _____

Signature: _____ Date: _____