

**CITY OF ASHTABULA  
4717 MAIN AVENUE  
ASHTABULA, OHIO 44004**

**REQUEST FOR QUALIFICATIONS**

**Concessionaire at the Walnut Beach  
Concession Stand**

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DATED: \_\_\_\_\_

NAME, ADDRESS AND PHONE NUMBER OF BIDDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(PLEASE DO NOT DETACH ANY PORTION OF THIS BID PACKAGE)

LEGAL NOTICE – REQUEST FOR QUALIFICATIONS  
City of Ashtabula  
Concessionaire for the Walnut Beach Concession Stand

The City of Ashtabula is requesting statement of qualifications for Concessionaire at the Walnut Beach Concession Stand by the City Manager of the City of Ashtabula, Ohio, at his office in the Ashtabula Municipal Building, 4717 Main Avenue, Ashtabula, OH 44004, until noon, March 16, 2018.

Interested parties should contact Brenda Sanders at the City Manager’s office to obtain the requirements of the RFQ at 440-992-7103, or by email to: [bsanders@ashtabulacity.com](mailto:bsanders@ashtabulacity.com).

Concessionaire at the Walnut Beach Concession Stand

The City reserves the right to reject any or all RFQ’s, to waive any informalities or irregularities in the RFQ received and to accept any RFQ which is deemed most favorable to the City of Ashtabula.

The City is an Equal Opportunity Employer.  
The City of Ashtabula, Ohio  
James M. Timonere  
Ashtabula City Manager

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Publish: February 23, 2018 and March 2, 2018

## II. INSTRUCTIONS TO BIDDERS

1. Except as otherwise provided herein, the Instructions to Bidders, Proposal Form, and all Specifications, drawings and other documents referred to herein shall be a part of the contract.

### **2. DEFINITIONS**

- A. The term "Bidder" or "Contractor" shall mean the corporation, partnership, or individual proposing or under contract to furnish the service, material, labor and/or equipment listed in the specifications.
- B. The term "City" shall mean the City of Ashtabula.
- C. "Calendar day" shall mean every day shown on the calendar.
- D. "City Manager" shall mean the Ashtabula City Manager or his duly authorized representative.

### **3. PROPOSAL**

To be entitled to consideration, a proposal must be made in accordance with the following instructions:

**A. Preparation:** Each proposal shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, telegraphic or telephonic proposal or modifications will be considered. Each proposal shall show the break down for each item as directed on the Proposal-Contract Form. All bids shall be considered informal which contains items not specified in the Proposal-Contract Form.

Prices of material and equipment shall include hauling and delivery to any place designated on the City's purchase order, within the corporate limits of the City. In the event of a discrepancy between unit bid prices and extensions thereof, the unit bid price shall govern.

**B. Names of Bidders:** Each bid shall give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other title without disclosing his principal, may be held to the bid of the person unless he provides evidence of the authority that he is signing in behalf of a corporation or partnership.

**C. Delivery:** The bid shall be sealed in an envelope, addressed to:

City of Ashtabula  
4717 Main Avenue  
Ashtabula, Ohio 44004

and delivered to the office of the City Manager on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item or items bid on, and the date the bids are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Bids will be opened and read immediately thereafter, in the Manager's Office, First Floor, Municipal Building.

- D. **Bid to Include All Work:** Each bid shall include all work described in the Instructions to Bidders, Specifications, Proposal Form and any or all drawings, maps, charts or graphs.
- E. **Withdrawal of Proposal:** Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- F. **Acceptance or Rejection of Proposal:** The City reserves the right to accept any part of any bid and reject all or parts of any and all bids, and waive any informalities in bidding at any time within sixty (60) days after the same are opened as provided above. The City reserves the right to reject any or all bids. In determining the award, each item, if so specified, may be considered and awarded separately.
- G. **Specifications:** Specifications and Proposal forms are minimum, and will be used as a basis for comparison of the bids only.
- H. **Informal Proposals:** Proposals will be considered informal and may be rejected for the following reasons:
  - 1. If the proposal is on a form other than that furnished by the City or if the form is altered or any part thereof detached; and
  - 2. If there are unauthorized additions, conditional or alternate bids, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning; and
  - 3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. (This does not exclude a bid limiting the maximum gross amount of awards acceptable to any one Bidder at any one bid letting provided that any selection of award will be made by the City.); and
  - 4. If the proposal does not contain a unit price for each item.

#### 4. **BIDDERS**

- A. **Competency of Bidders:** No bid will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager that he has the necessary equipment, ability and financial resources to fulfill the conditions of the contract and specifications. Previous experiences and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or who is in default as surety or otherwise upon any obligation to the City.
- B. **Disqualification of Bidders:** Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of his proposal or proposals:

1. More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
2. Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as qualified Bidder.
3. Bid prices which obviously are unreasonable.

## **5. WRITTEN AND ORAL EXPLANATIONS**

Should a Bidder find discrepancies in, or omissions from, the drawings or specifications, or should he be in doubt as to their meaning, he shall at once notify the City, which may send written instructions to all Bidders. The City will not be responsible for any oral instructions.

## **6. ADDENDUM OR MODIFICATION**

Any addendum or modification issued during the time of bidding shall be covered in the proposal and in closing a contract such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set forth the closing of bids, excluding Saturdays, Sundays, and legal holidays, the time for submitting bids shall be extended one week, with no further advertising of bids.

## **7. TAX EXEMPTIONS**

The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished whenever necessary.

The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certification is required. If, for any reason, a contemplated purchase would not be tax exempt, this fact will be indicated in the specifications, and such taxes may be included in the price or shown as a separate item in the proposal.

## **8. DISCRIMINATION**

In the hiring of employees for the performance of work under this contract or any subcontract, neither the Contractor, Subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex or handicap, discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates. Neither the Contractor, Subcontractor, nor any person acting in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, age, sex, or handicap.

## **9. INSURANCE**

If the specifications indicate insurance is required, then the contractor shall obtain and pay for liability insurance in limits specified thereof to protect the contractor and City against any claims arising out of any operations conducted in connection with this contract. The policy shall carry a rider giving a one-month cancellation notice to the City. This policy shall include contractual

liability insurance as applicable to the Contractor's obligations and shall name the City as an insured.

## **10. LIABILITY**

The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said Bidder, his agents, subcontractors, or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder, and a sum sufficient to cover aforesaid claims may be retained by the City from monies due or to become due to the Bidder under contract, until such claims shall have been discharged.

## **11. ROYALTIES AND LICENSE FEES**

The Bidder shall pay all royalties and license fees. The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents of any appliance, apparatus or mechanism, which may be furnished or installed by the Bidder under the terms of this contract including patent or copyright infringement and to defend the City from any and all such liabilities whether or not such claims are well founded in law.

## **12. ASSIGNMENT OF CONTRACT**

The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title or interest in or to the same, or any part thereof, without previous consent in writing from the City Manager, endorsed on or attached to the contract.

## **13. CANCELLATION**

Should the materials supplied or delivered to the City under this contract fail, at any time, to meet the specifications required by the contract, then in such event, the City may cancel this contract upon written notice to the Bidder.

## **14. CONTROL OF WORK**

The City Manager, or his designated agent, will decide:

- All questions which may arise as to the quality and acceptability of materials furnished, services rendered and work performed and as to the rate of progress of any such work;
- All questions which may arise as to the interpretation of the plans or specifications; and
- All questions as to the acceptable fulfillment of the contract on the part of the Contractor and as to compensation.

## **15. CLAIMS FOR ADJUSTMENT AND DISPUTES**

If, in any case, the Contractor deems that additional compensation is due him for work or material not clearly covered in the contract or on ordered by the City Manager as extra work, as defined herein, the Contractor shall notify the City Manager in writing of his intention to make claim for

such additional compensation before he begins the work on which he bases the claim. If such notification is not given and the City Manager is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the City Manager has kept account of the cost aforesaid, shall not in any way be construed as providing or substantiating the validity of the claim. If the claim, after consideration by the City Manager is found to be just, it would be paid as extra work in the amount as approved by the City Manager.

**16. DURATION OF CONTRACT**

The duration of the contract shall be for the period stated in the specifications, and shall include all material, equipment, and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed price unless otherwise noted in the specifications.

**17. PURCHASES**

After a contract has been signed, it shall only become operative upon delivery of a duly signed purchase order to the Bidder. The City shall only be obligated under the contract to the extent of such order. The City shall not be liable for any claims in the event that the total quantity of material ordered under the contract should prove to be greater or less than the estimated amount in the specifications.

**18. DELIVERY (where applicable)**

The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received. Reasonable time is estimated to be thirty (30) to forty-five (45) days. If deliveries are not made within such period, then the City may purchase such items in the open market; and if the price paid by the City shall be greater than the contract price, the bidder agrees to reimburse the City for any loss or losses that the City may thereby sustain. Delivery time for vehicles and equipment may be extended beyond thirty (30) to forty-five (45) days, provided the Bidder has noted the delivery time in the appropriate space on the Proposal Form.

**19. PAYMENT OF INVOICES**

Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the City Manager. Payments, as provided in the specifications, may be made on a basis of estimated partial completion of work or delivery.

**20. CONTRACT BOND (where applicable)**

The successful Bidder will be required to furnish the approved bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the City Manager. In lieu of a performance bond, the City may elect to hold the Bid Deposit Check, submitted with the bid proposal, until the contract has been fulfilled. Any deviation from the required one hundred percent (100%) figure will be noted in the specifications.

**21. GENERAL (where applicable)**

Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and upon completion, remove tools, equipment, waste and debris and leave the site in broom-clean condition. Contractors shall warrant all materials and equipment with the normal and usual warranties, including, where applicable, warranties of merchantability and fitness for a particular purpose.



## **SPECIFICATIONS**

1. This agreement will include season 2018 with an option for season(s) 2019 and 2020.
2. The Bidder must demonstrate food service experience.
3. The Concessionaire shall provide proof of public liability insurance for the purpose of holding the City of Ashtabula, its elected officials, officers and employees from any and all liability, damage or loss to person(s) or property which may arise from or grow out of said operation. The Concessionaire shall maintain an appropriate policy of liability insurance for claims made by any third party allegedly injured by any act or omission of the Concessionaire, its officers, agents or employees in the performance of the work called for in this Contract. Insurance of at least \$250,000.00 per claim with an aggregate liability limit of not less than \$500,000.00 must be maintained, and proof of same delivered to the City Manager's Office prior to payment of any sum(s) hereunder by the City.

### **The Concessionaire shall be responsible for the following:**

1. Payment total in the amount of \$600.00 for use of the Concession Stand for each of the three (3) seasons payable to the City Manager's office in three monthly installments of \$200.00 made on the first day of each month beginning June 1<sup>st</sup>.
2. Concession Stand must be open, at a minimum, from Memorial Day through Labor Day. Any days of operation outside of the stated times are at the Concessionaire's discretion. If concession stand opens before Memorial Day or remains open after Labor Day, Concessionaire will be charged a rate of \$6.50 per day payable with the first payment in June for any days of occupation before Memorial Day and upon closure for the season for any days of occupation after Labor Day.
3. Concession Stand must be open during Big Bands on the Beach Concerts, held once a month on Sundays between Memorial Day and Labor Day. (Schedule to be provided once in place)
4. Concession Stand must be open at a minimum for six (6) hours a day, seven days a week (weather permitting). Any additional hours outside of the minimum hours are at the Concessionaire's discretion.
5. Concessionaire must notify the City Manager's office of date operations to the public will begin and end for each season.
6. Obtain and maintain a Food Service License from Ashtabula City Health Department.
7. Cleaning and maintenance of restrooms located at Walnut Beach (the city will provide toilet paper, paper towels, trash liners, and miscellaneous cleaning supplies).
8. Cleaning and maintenance of entire concession stand area, including exterior picnic tables, counter area, deck, steps and ramps (with litter control around immediate area).
9. Cleaning, maintenance and minor repairs of all equipment at concession stand owned by the City of Ashtabula.
10. Removal and disposal of oil from deep fryer(s). (If applicable)
11. Payment for disposal of oil from deep fryer(s) to a contracted service provider. (If applicable)
12. Payment in full of the following utility bills once occupied and until vacated: gas, telephone and internet (if internet is applicable)
13. Maintaining calendar of pavilion reservations and special events at the park.
14. Any and all materials and equipment needed for operations including but not limited to cooking equipment, seating, refrigeration and maintenance supplies.
15. All services, maintenance, supplies, food inventory, security and insurance(s) not listed.

**The City of Ashtabula and the Concessionaire shall jointly be responsible for:**

1. Payment of the following utility bills: water, electric  
**Water bill:** The City shall pay 75% of the water bill and Concessionaire shall pay the remaining 25% once occupied and until vacated.  
**Electric bill:** The City shall pay 75% of the electric bill and Concessionaire shall pay the remaining 25% once occupied and until vacated.
2. The City of Ashtabula will pay said utilities in full and invoice the Concessionaire for the percentage of utility payments as stated during each month of occupancy. Copies of the utility bills will be provided with the invoice(s).

**The City of Ashtabula shall:**

1. Pay the following utility bills: sewer & garbage
2. Provide proper supplies for restroom maintenance (toilet paper, paper towels, trash liners, and miscellaneous cleaning supplies)
3. Obtain annual Ansul System inspection
4. Maintain the outside of concession stand building grounds

# PROPOSAL FORM

I/We, the undersigned, hereby agree to a payment of \$ 200.00 per month, of June, July and August, and \$6.50 per day for any operations of concession stand before Memorial Day or after Labor Day for the 2018, with an option for seasons 2019 and 2020, as well as abide by all other specifications, terms and conditions as set forth in this bid package, for the right to act as Concessionaire at the Walnut Beach Concessions Stand.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

The City of Ashtabula reserves the right to reject any or all bids, to waive any informalities in the bids received and to accept any bid which is deemed most favorable to the City of Ashtabula.

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER  
OF NON-DELINQUENCY OF PERSONAL  
PROPERTY TAXES.**

**O.R.C. 5919.042**

The undersigned being first duly sworn, having been awarded a contract by you for \_\_\_\_\_, hereby states that we are not charged at the time the bid was submitted with any delinquent property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property tax on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_  
BIDDER

\_\_\_\_\_  
DATE

SWORN TO before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public