

City of North Ogden  
Request for Proposals for Concession Services  
at  
North Shore Aquatic Center

**Section I**  
**General Conditions and Instructions**

**General**

North Shore Aquatic Center is a seasonal swimming pool, open Monday- Saturday (Memorial Day through Labor Day) owned and operated by North Ogden City. The Aquatic Center is very busy and has an average gate entry rate of 821 patrons during public swim. The Aquatic Center has a concession stand which has historically provided food and drink items during public swim, as well as allowing our patrons the opportunity to bring in outside food and drink. This concession stand has been run by a 3<sup>rd</sup> party vendor for the past several years and it is time to request proposals to operate the Aquatic Center concession stand.

**RFP Contact**

This Request for Proposals (RFP) has been prepared by North Ogden City and North Ogden City is the issuing entity of this RFP. North Ogden City's representative for this RFP is Jon Call, City Manager.

**Purpose of RFP**

The purpose of this RFP is to solicit proposals from qualified firms to establish a contract to provide concession services to users of the North Shore Aquatic Center.

This RFP is designed to provide basic information sufficient to solicit proposals from qualified firms but is not intended to limit a proposal's content or exclude any relevant, important, or essential information. This RFP is part of a competitive procurement process, which is intended to serve the best interests of North Ogden City and its citizens. It also provides each qualified firm responding to this RFP with a fair opportunity for its services to be considered.

**TIMELINE**

The following timeline will be followed with respect to this RFP:

1. Beginning date: Tuesday, January 30, 2024
2. Response submission deadline: Friday, February 23 at 5:00 pm (MDT)
3. Evaluation committee review period: February 23 through February 29, 2024
4. Anticipated award of contract: March 1, 2024

## **CONTENTS OF PROPOSAL**

1. Required information is detailed in the attached specifications. (See Section II & III).
2. Proposal shall clearly indicate the legal names, addresses, and telephone numbers of the firm or person responding. The proposal shall be signed by a principal of the firm, or a person who is legally authorized to obligate the firm to the terms and conditions of the proposal.
3. The City intends to award the concession services contract to that firm with the best proposal, as deemed appropriate for the City's needs, through consideration of the following factors by a Selection Committee:
  - a. Prior experience in food service and concessions.
  - b. Work Plan including hours available and the option of providing concession services during after-hour rentals and other activities.
  - c. Proposed needs from the City for time, equipment, and employees.
  - d. Proposed compensation to North Ogden City. (Historically, this has been based on the gross sales at the concession stand)
4. It is possible that some firms will be asked to make a presentation to the City's Selection Committee. However, a firm may be selected without a presentation. The City reserves the right to reject any or all proposals. The City may elect to provide concession services in-house rather than accept a proposal from an outside entity. The City appointed Selection Committee will evaluate all proposals. The Committee will recommend a proposal to the City Council who will make the final selection.

## **SUBMISSION TIME AND MANNER**

An electronic copy of the Proposal Documents and Cost Proposal, must be received on or before Friday, February 23 at 5:00pm (MDT)

Electronic submissions shall be emailed to [rsantoro@nogden.org](mailto:rsantoro@nogden.org) and [jcall@nogden.org](mailto:jcall@nogden.org)

### **Responder Information**

The proposal must include the following responder information:

Firm Name / RFP Contact Person  
Address  
Telephone  
E-Mail

**City of North Ogden  
Section II**

## **Scope of Services**

To be considered for award, the responder must agree to meet the City's requirements and provide the services outlined below. Required services include, but are not limited to the following:

- A. INDEPENDENT CONTRACTOR RELATIONSHIP. North Ogden City and the Contractor will enter an independent contractor relationship in which no employment relationship is created.
- B. STANDARDS OF CONDUCT. All standards of the Weber/Morgan County Health Department and other applicable State, Federal, and local regulations must be met.
- C. MENU ITEMS. The concession stand has historically provided food and drink items such as pizza, hot dogs, nachos, candy, snow cones, soup, soda, etc. Proposals should indicate the types of items proposed to be sold.
- D. BEVERAGES. All beverages sold at North Shore Aquatic Center must be purchased through the Pepsi-Cola Company. No alcoholic beverages or liquor of any kind will be sold on the premises of North Shore Aquatic Center.
- E. NORTH SHORE AQUATIC CENTER WILL PROVIDE USE OF: Internet line, hot dog roller, ice machine, refrigerator, freezer, cotton candy machine, pretzel heating rack, nacho cheese heater, sinks, electricity, culinary water, natural gas, heating, and air conditioning.
- F. CONTRACTOR WILL PROVIDE: Computer, cash register/drawer, point of sale software, signage, and uniforms for employees.

## **City of North Ogden Section III Response Criteria and Miscellaneous Provisions**

Proposals will be evaluated on the following criteria:

1. Qualifications – 15 points
2. Work plan – 30 points
3. Past performance – 20 points
4. Compensation Proposal – 35 Points (percentage of gross sales to be remitted to North Ogden City)

## **Utah Procurement Code**

All proposals will be evaluated in accordance with the requirements of the Utah Procurement Code, Title 63G, Chapter 6a of the Utah Code and North Ogden City Procurement Code.

## **E-Verify Compliance**

The firm that is awarded the bid must certify that they are in compliance with Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the

verification of the work eligibility status of employees and, in particular, that Firm is registered and participates in a Status Verification system as required by law. Please see attached certification form.

## **Contract**

A contract may be awarded (pending successful contract negotiations) to the responder whose proposal is the most advantageous to North Ogden City, taking into consideration price and the other evaluation factors described in this RFP.

In accordance with Utah Procurement Code, the City reserves the right to award the contract to a responder that scored lower than the highest scoring responder if, based on a cost benefit analysis required by the Utah Procurement Code, the highest scoring responder will not provide the best value to the City. The City utilizes the choosing by advantages system and reserves the right to select the vendor who provides the best option for the City.

The initial contract will be for a period of one year from the contract date. The contract may be extended for a period of up to three (3) years upon agreement by both parties. The contract may be canceled at any time with or without cause upon a 30-day written notice from either party.

North Ogden City retains the right to serve concessions during special events, such as The K9 Kerplunk, back to school Stomp, Dog Days, Etc.

## **Protected Information**

As a governmental entity, North Ogden City is subject to the Government Records Access and Management Act, Title 63G, Chapter 2 of the Utah Code (“GRAMA”) and cannot guarantee that information provided in a proposal will not be subject to disclosure under GRAMA.

## **Cost of Responding to RFP and Contract Negotiations**

All expenses relating to responding to this RFP and/or contract negotiation, including, but not limited to, preparing, submitting, and presenting a proposal, attending meetings in relation to this RFP, discussions, and all travel, dining, lodging, and communication expenses will be borne by the responder. North Ogden City assumes no liability for any costs incurred by a responder in responding to this RFP and/or negotiating contracts.

**CERTIFICATION OF COMPLIANCE  
WITH E-VERIFY PROGRAM OR EQUIVALENT**

This is to certify that \_\_\_\_\_ (“Firm”) covenants, represents and warrants to North Ogden City (“City”) that Firm is and at all times during the performance of any contract with the City will be in full compliance with the requirements of Utah Code Ann. § 63G-12-302(3) (including amendments and substitutions to the law) relative to the verification of the work eligibility status of employees and, in particular, that Firm is registered and participates in a Status Verification system as required by law.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Name of Firm

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_