

**JEFFERSON COUNTY REQUEST FOR PROPOSALS:
CONCESSIONAIRES FOR JEFFERSON COUNTY LAKE
2022**

Introduction

Jefferson County invites concessionaires to submit a proposal to provide food, merchandise, and/or recreational rentals for the 2022 lake season.

The season begins when sub water has filled the lake bed sufficiently for swimming, which occurs about June 1. The swimming season ends about October 1.

Types of Concessionaires

Purveyors of food and beverage, merchandise, paddle boat rentals, recreational rentals, picnic supplies, souvenirs, and others are invited to apply.

Requirements

The concessionaire will bag all trash and arrange that the trash be discarded properly and efficiently, preferably in the large containers by the Overflow parking area . The concessionaire will not be permitted to offer or sell alcoholic beverages or tobacco or e-cigarette or vaping products.

The concessionaire shall comply with all of the Health Department requirements for operating a concession and shall obtain and pay for all of the necessary licenses. This includes meeting all of the State and local food service regulations and passing inspection.

Information and Instructions

The contract for the proper conduct and operation of concessions will be awarded to the concessionaire who, in the opinion of Jefferson County, is best qualified to perform the duties and obligations and render the services set forth in the attached agreement. The successful concessionaire shall be chosen on the basis of, but not limited to, the following information supplied in his or her proposal:

1. The a monthly license fee to be paid;
2. Experience, background and ability to perform and provide a successful concession operation;
3. Financial condition;
4. Quality and variety of products and services offered; and
5. References.

Proposal Submission

In order to be considered, proposals must be submitted on a proposal form provided by the County. Proposals may be delivered or mailed to:

Jefferson County
Attn: Mickey Eames
210 Courthouse Way Suite 131
Rigby, ID 83442

Contact:
Mickey Eames
Phone: (208)612-6000
Cell: (208)243-1197
me@co.jefferson.id.us

Concessionaire Selection Procedure

Once all proposals have been received, the County will review and evaluate them according to the following criteria, and may elect to conduct interviews with some applicants:

- Experience of concessionaire and key personnel with similar events
- Thoroughness of proposal
- Record of past performance and client satisfaction
- Concessionaire's proposed monthly license fee

Jefferson County reserves the right to reject any or all proposals, to waive any informality in any proposal, to accept other than the high proposal, or not to award on the basis of proposals received.

At the County's discretion, according to the decision of the County Board of Commissioners and staff, a two-year extension of this agreement may be considered, based upon performance by concessionaire during the initial period of this agreement.

Thank you for your interest in the 2022 lake season.

PROPOSAL FORM

The undersigned declares to have carefully examined the Request for Proposal, the Agreement attached hereto, and these instructions for submitting this proposal for the operation of concessions at Jefferson County Lake.

Agreement Duration:

For the lake season: approximately June 1, 2022 through October 1, 2022

The undersigned agrees to be fully informed regarding all of the conditions affecting the performance under the terms of these instructions and documents, and that the information was secured by personal investigation and research and not from any estimate of any County employee or agent, and that no claim will be made against the County by any reason of estimates or representations of any officer or agent of the County; and proposes and agrees if the proposal be accepted, to perform the duties of the operation of said concessions in strict compliance with any laws, standards and requirements for concession operations, and according to the Agreement attached hereto.

The undersigned hereby proposes to pay Jefferson County the yearly license fee in the amount of \$400 OR 6%, whichever is greater, for the privilege of furnishing concession services at Jefferson County Lake in accordance with the attached specifications and Agreement.

The concessionaire hereby submitting this proposal shall also attach to this proposal a written or typewritten statement which shall include information as to:

Exhibit 1: experience, background, and reliability in performing and providing a successful concession operation; financial condition; a minimum of three (3) references from previous and/or existing customers with contact information; a minimum of three (3) references from previous and/or existing suppliers with contact information.

Exhibit 2: a list of foods (menu), beverages, merchandise, picnic supplies, souvenirs, paddle boat rentals, recreational rentals, and other items and/or services proposed to offer in concession operations at Jefferson County Lake.

Exhibit 3: description of facility you will use for your operations and minimum hours of operation.

In submitting this proposal as herein described, concessionaire agrees to have carefully examined the specifications and provisions of this proposal form and understands the meaning, intent, and requirements of same;

That, if awarded the contract, concessionaire will enter into a written contract and furnish the services in the time specified in strict conformity with the specifications and conditions contained therein for the price quoted by the concessionaire on this proposal; and that this proposal is genuine, and submitted in good faith, without collusion or fraud, and that the only persons or firms interested in this proposal as principal or principals are named herein, and that this proposal is made without connection with any other person, partnership, or corporation making a proposal.

This proposal may be withdrawn by the written request of an authorized representative of the undersigned at any time prior to the deadline for submitting proposals.

IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Business: _____

Address: _____

Person signing this form: _____

Title: _____

Work Phone Number: (____) _____ - _____

Home Phone Number: (____) _____ - _____

Cell Phone Number: (____) _____ - _____

Email: _____

Type of Business Activities and/or Goods to be Sold:

The undersigned hereby represents that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that Jefferson County is entitled to rely thereon:

1. Business is (*check one*)

A corporation a general partnership A limited liability company

a sole proprietorship

A limited liability partnership other _____

2. Business Address: _____

3. State of incorporation or organization: Idaho OR Other _____

4. What other trade names does the Business use, if any?

5.

(a) Identify all officers, directors, managing or general partners, or managing members.

| <i>Name</i> | <i>Address</i> | <i>Title</i> |
|-------------|----------------|--------------|
| | | |
| | | |
| | | |

(b) Identify owners of 5% or more interest in the Business:

6. Identify any parent organization of the Business.

Parent's name _____, a

- a corporation a general partnership
- a limited liability company a sole proprietorship
- a limited liability partnership
- Other _____.
- State of Incorporation or organization: _____

7. Has the Business, any Parent, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents ever been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, or otherwise admitted to: (Yes or No)

1. The commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract? The violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business Honesty, which affects responsibility as a municipal contractor?

2. To a violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?

3. The fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement.

4. Willfully failed to perform in accordance with the terms of one or more public contracts, agreements or transactions?

5. Had a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?

6. Willfully violated a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?

IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.

8. Read and initial at end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE UPDATED UPON ANY CHANGE _____ (*Initial*)

Licensee's Duly-Authorized Agent

Dated: _____

Signature: _____

Name: _____

Title: _____

**LICENSE AGREEMENT
(Jefferson County Lake)**

Name of Business: _____ (hereinafter “Licensee”)

Person signing this form: _____

Title: _____

Address: _____

Work Phone Number: (____) _____

Home Phone Number: (____) _____

Cell Phone Number: (____) _____

Email: _____

Type of Business Activities to be Conducted and/or Goods to be Sold:

CONTRACTUAL REQUIREMENTS AND CONDITIONS

1. LICENSE TO OPERATE; SEVERABILITY OF LICENSE, LICENSE FEE.

- a) In the event the Jefferson County Commissioners accept this License Agreement, Jefferson County (hereinafter “Licensor” or “County”) does hereby grant Licensee permission to conduct the business activities identified above subject to all applicable laws and regulations of said activities and further subject to those terms and conditions set forth below.
- b) County can terminate this License at any time if the Licensee does not adhere to any guidelines or service obligations set forth in an agreement as deemed to be in the best interests of the County. Additionally, County can terminate this License for any reason upon thirty (30) days written notice. Upon termination of this Agreement, Licensee must vacate, dismiss, and cancel its events within such timeframe and to the satisfactory review of the County.
- c) Licensee’s annual license fee is: \$ 400 OR 6% of Licensee’s gross monthly revenue, whichever is greater.

2. TERM OF LICENSE

This License shall be for the following season outlined by the following dates:

- **SUMMER:** JUNE 1, 202___-- OCTOBER 1, 202___.
- **WINTER:** DECEMBER 1, 202___-- FEBRUARY 12, 202___.

3. EXTENSION OF TERM

At County's sole discretion and by decision of the County Board of Commissioners, a one season extension of this Agreement may be granted. Licensee is not legally entitled to any extension of Term.

4. GUARANTEE OF PERFORMANCE

Licensee shall abide by the terms of this Agreement and shall further pay any agreed upon fees for this License by the first day of each month.

5. TAXES

Licensee shall pay any and all taxes related to its activities identified above, including the payment of sales taxes, personal property taxes, federal and state income taxes, excise taxes and any other taxes on a timely basis. County shall have no obligation to pay any of these taxes.

6. FACILITIES, ELECTRICITY, UPKEEP, AND SECURITY

Licensee shall be entitled to use the following areas to perform its activities identified above:

Licensee shall be responsible for payment of all utilities related to its activities identified above as well as be responsible for all needed upkeep of the facilities it uses for its activities including snow removal and providing any restrooms it deems necessary. Licensee shall take all necessary precautions to ensure the safety of the public and keep its facilities in good working order, even when Licensee is not operating its activities. Licensee shall be solely responsible to take its own steps to prevent damage from theft and vandalism. At the Licensee's option, it may install a security alarm system on its facility/equipment if desired.

7. EVENTS of DEFAULT

Licensee shall be in default if any of the following occur and continue beyond any applicable grace or cure period:

- a) Licensee violates any material term of this Agreement;
- b) Licensee fails to pay Licensee Fee or any periodic payment thereof set forth in the Agreement;

- c) Licensee becomes bankrupt or insolvent, files any debtor protection proceedings in any court pursuant to any statute of the United States, files bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts; OR
- d) Licensee abandons its activities, gives evidence of its intention to abandon any of them, or otherwise indicates its unwillingness to perform substantially all of its obligations detailed in this Agreement.

If any such default occurs, County, without excluding or waiving any other rights or remedies that it may have, shall have the immediate right to remove all persons and property of Licensee from County property and store any such property in a County or public warehouse or elsewhere at Licensee's cost. Licensee agrees County shall not be required to resort to legal process to exercise its remedies in this Agreement and County's entry shall not be deemed a trespass upon Licensee's personal property, nor shall Licensee be liable for any loss or damage which may be occasioned by the removal and storage of such property. In the event of termination of this Agreement, Licensee shall be responsible for payment of all sums due including, but not limited to, remaining License fees for the Term and any costs and expenses of seeking out and contracting with another licensee, including broker's and finder's fees, if any.

8. VACATING PREMISES UPON TERMINATION; CONDITION OF PROPERTY

Upon the expiration of the Term or the earlier termination of this Agreement, Licensee shall be required to remove personal property and leave County's property in a clean and orderly condition as well performing any maintenance required by this Agreement which, at minimum, shall be the physical condition of the premises in which it existed at the time of commencement of this Agreement.

9. NO JOINT VENTURE

Nothing in this Agreement or in the relationship of the parties hereto shall be deemed a joint venture between them but shall always be deemed to be a relationship between a licensor (County) and licensee (Licensee).

10. NOTICES

All notices required or desired to be given after the Agreement is executed must be sent first-class or certified mail unless otherwise agreed by the parties in writing. Notices to the County shall be sent to the following address:

Jefferson County
c/o Mickey Eames
210 Courthouse
Way Suite 160
Rigby, ID 83442

Licensee shall be notified at the address presented above.

12. INSURANCE REQUIREMENTS.

Licensee shall provide reasonable insurance coverage required as part of this Agreement, to be not less than one million dollars (\$1,000,000.00). Upon award of this Agreement, a certificate of insurance form must be completed by Licensee's insurance agent/broker and submitted to the County for the amount identified above. It must be stated on the certificate that Jefferson County has been added as an additional insured under the General Liability coverage. The signing agent/broker must also certify in writing that the County has been endorsed as an additional insured on the General Liability insurance policy. This letter shall be addressed to the County.

The authorized representative who signs the form must sign the letter as well. Please note that the certificate of insurance must be signed by an individual authorized representative, not with the agency name. The signature must be an original ink signature, not a stamped signature. Further, Licensee shall be responsible for maintaining the specified insurance coverage in force to secure all of Licensee's obligations under this Agreement with an insurance company or companies with an AM Best Rating of B+:VII or better, licensed to write such insurance in Idaho and acceptable to Jefferson County.

13. LAWS AND ORDINANCES

Licensee shall comply with all applicable laws, regulations, orders and ordinances. Licensee shall also obtain all necessary licenses and permits.

14. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless the County and its officers, agents, servants and employees, from and against any and all claims demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with Licensee's activities under this Agreement, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault or contractual default of Licensee, its officers, agents, servants or employees, any of its subcontractors, the County, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and Licensee shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that Licensee shall not be required to indemnify the County, its officers, agents, servants, or employees, against any such damages occasioned solely by the negligence of the County, its officers, agents, servants or employees.

15. DANGEROUS ACTIVITIES

Licensee shall not conduct any dangerous activities including, but not limited to, fireworks, explosives, sale of alcoholic beverages, harboring or boarding of vicious animals, firearms, or any such activity considered to be dangerous. Further, Licensee shall not conduct any activities which are contrary to local, state or federal law.

16. NOTIFICATION TO PATRONS

Licensee shall provide written notification to its patrons that Licensee is acting as a private vendor and is not affiliated with the County. Licensee will document and conspicuously post all necessary and prudent warnings to the public of any dangers presented by Licensee’s goods, concessions, equipment, and use/consumption thereof. Licensee shall not leave its property or equipment unattended during its hours of operation. During hours of non-operation, Licensee shall take all reasonable and necessary precautions to prevent the public from using Licensee’s equipment. Licensee agrees County shall not bear any liability for any harm, damage, or injury related to Licensee’s goods, concessions, activities, actions of Licensee’s agents, storage of Licensee’s equipment, and use/consumption by Licensee’s patrons or the public of Licensee’s goods, concessions, and equipment. Licensee shall indemnify, defend, hold the County harmless as set forth in this section as well as section 13 above.

Duly-Authorized Licensee

Jefferson County Commissioners

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: SCOTT HANCOCK

Title: _____

Title: Chairman