

**CITY OF DEL CITY AND/OR
DEL CITY MUNICIPAL SERVICES AUTHORITY (DCMSA)**

REQUEST FOR PROPOSAL

Mail proposals to:

FINANCE DEPARTMENT
PURCHASING DIVISION
3701 SE 15TH ST, DEL CITY, OK 73115

Proposal for:	RFP 2604	EAGLE HARBOR CONCESSION STAND
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Informative Pre Bid 04/01/25 10:00 AM

Due/Opening Date 04/09/25 10:00 AM

Vendor Name: _____

Mailing Address: _____

City, State, Zip: _____

Area Code, Phone: _____ Fax: _____ FEI#: _____

E-mail Address: _____ Website: _____

The City of Del City (“City”) and/or Del City Municipal Services Authority (“DCMSA”) is requesting Proposals for the attached specified products and/or services. The following document contains the terms and conditions which constitute the contract for the specified product and or service, including the minimum specifications. The contract will be awarded to the lowest and best bidder, as determined by the City of Del City and/or Del City municipal Services Authority. Submit all documents requested to the PURCHASING DIVISION at the above address. Place of opening Municipal Building 3701 SE 15TH Street, Del City, Oklahoma 73115.

NON-COLLUSION AFFIDAVIT

PROPOSAL INVALID IF AFFIDAVIT NOT SIGNED AND NOTARIZED

State of _____

County of _____

I _____ of lawful age, being first duly sworn, on oath says that:

1. She/he is the duly authorized agent of _____ the Bidder/Contractor (“Contractor”) submitting the proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among contractors and between contractor and city officials or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached;

2. She/he is fully aware of the facts and circumstances surrounding the making of the proposal and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such proposals; and

3. Neither the contractor nor anyone subject to the contractor's direction or control has been a party;

a. to any collusion among contractors in restraint of freedom of competition by contract to proposal at a fixed rate or to refrain from proposing,

b. to any collusion with any city official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

c. in any discussions between contractors and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract, and/or

d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Del City and/or the Del City Municipal Services Authority, any money or other thing of value, either directly or indirectly, in procuring the contract to which his/her statement is attached.

Signature: _____ Title:

_____ Subscribed & sworn before me this _____

day of _____, 20 _____

Notary Public _____ My commission expires _____

**PROPOSAL/CONTRACT
INSTRUCTIONS**

1. **PROPOSAL:** Proposals must be submitted by the Bidder/Contractor ("Contractor") on and in accordance with the PROPOSAL/CONTRACT to the City of Del City ("City"). All sheets bid on and this form must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.** The face of the envelope shall contain the City's address, the date and time of the bid opening and the contract number. Proposals not submitted on attached bid form shall be rejected. All Proposals are subject to the conditions specified herein. Proposals which do not comply with said conditions specified herein are subject to rejection. Proposals will be considered only on first quality products.
2. **PROPOSAL ACCEPTANCE PERIOD:** Proposals received after the opening date and time will not be considered.
3. **EXECUTION OF PROPOSAL:** Proposal must contain an original signature of authorized representative in the spaces provided. Proposal must be typed or printed in ink. Use of erasable ink and penciled proposals will not be accepted. **ANY AND ALL CORRECTIONS MADE BY PROPOSER TO HIS/HER PROPOSAL MUST BE INITIALED.**
4. **NO PROPOSAL:** If not submitting a proposal, respond by returning page 1, Request for Proposal and marking it "NO PROPOSAL". Failure to respond three (3) times in succession without justification shall be cause for removal of the vendor's name from the proposal mailing list. **NOTE:** To qualify as a respondent, proposal must submit a "NO PROPOSAL" and it must be received no later than the stated proposal opening date and time.
5. **OPENING:** Proposals will be opened by the Purchasing Officer and distributed to the requesting department for review and recommendation for award and submitted to the City Council for award. It is the contractor's responsibility to assure that his/her proposal is delivered at the proper time, date and place as specified in the documents. Proposals, which for any reason are not so delivered, will not be considered. **NOTE:** Proposal files may be examined during normal working hours by appointment. **PROPOSAL TABULATIONS WILL NOT BE PROVIDED BY TELEPHONE OR MAIL. TABULATIONS MAY BE OBTAINED BY VISITING www.DemandStar.com ON THE INTERNET OR AT OUR WEBSITE www.cityofdelcity.com.**
6. **TERM:** This contract shall commence on the ____ day of _____, 20____ and shall terminate on the _____ day of _____, 20_____.
7. **AWARDS:** The City reserves the right to make award(s) for services to be provided by individual/business; and to reject any and all proposals. Contractors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.
8. **LIABILITY:** The service provider shall hold and save the City/DCMSA, its officers, agents and employees harmless against the claims by third parties resulting from the service provider's breach of this contract or the service provider's negligence.
9. **FACILITIES:** The City/DCMSA reserves the right to inspect the service provider's facilities, if any, at any time with prior notice.

10. WAIVER: The City/DCMSA reserves the right to waive any General provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City/DCMSA.

11. TERMINATION FOR CONVENIENCE OF THE CITY/DCMSA: The performance of work and/or the delivery of materials ordered under this contract may be terminated by the City/DCMSA, in whole or in part, whenever it is determined to be in the best interest of the City/DCMSA. Any such termination shall be effected by delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, the contractor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.

It is further agreed the City may terminate this Contract immediately if the Vendor fails to provide services/goods in accordance with this contract or in any way breaches any of the provisions of the Contract.

12. OTHER ADDITIONAL INFORMATION: If the service provider is awarded a project, the CITY/DCMSA may request from the service provider additional information or fill out additional forms at any time.

13. PRICE ADJUSTMENTS: Manufacturers' price increases, or other increases in the cost of doing business may not be passed on to the City/DCMSA unless so specified in the Request for Proposal, nor may the vendor withdraw or cancel the contract, or any part of the contract for these reasons. Vendors may cancel contract only if a vendor cancellation clause is included as a part of the Request for Proposal and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated in the Request for Proposal. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City.

14. CONTRACTOR REQUIREMENTS:

- Provide and be responsible for concession stand inventory. A list of items to be sold and percentage of profits to be paid to the City shall be included in bid.
- Be responsible for staffing to ensure concession is available during normal business hours.
- Availability to operate concession stand, with given notice, for private events outside of normal operating hours.
- Shall provide own equipment needed for concession operation.
- Shall pay a percentage of net profits to the City. Contractor and City shall agree upon date or day of the week for making payments to the City.
- Shall provide documentation of monetary intake for payments made.
- If using payment methods other than cash or check, (electronic payments-credit card, Cash App, Venmo, etc.) Contractor shall provide documentation of monies taken, and City shall be given payment in check or cash form.
- City shall be responsible for providing storage for concession stand inventory.
- Contractor shall be responsible for obtaining/maintaining all applicable required State/County/City licensing for operation of concession.
- City is an alcohol and drug free workplace.

**Eagle Harbor Aquatic Center Concession Stand Operator
To Operate During the Pool Season May 24th, 2025 – August 31st, 2025**

Specifications

- Provide and be responsible for concession stand inventory. A list of items to be sold and percentage of profits to be paid to City shall be included in bid proposal .
- Be responsible for providing staffing to ensure concession is available during normal business hours.
- Availability to operate concession stand, with given notice, for private events outside of normal operating hours.
- Shall provide own equipment needed for concession operation.
- Shall pay a percentage of net profits to the City.
- Contractor and City shall agree upon date or day of the week for making payments to the City.
- Shall provide documentation of monetary intake for payments made.
- If using payment methods other than cash or check, (electronic payments-credit card, Cash App, Venmo, etc.) Contractor shall provide documentation of monies taken, and City shall be given payment in check or cash form. Payments will be made on a weekly basis, with records of sales provided.
- City shall be responsible for providing storage for concession stand inventory.
- Contractor shall be responsible for obtaining/maintaining all applicable required State/County/City licensing for operation of concession.
- City is an alcohol and drug free workplace.
- NO open flame cooking, cook tops, deep frying or food prep of any kind that emits smoke, grease, or necessitates any need for added ventilation. Crock pots and food warming devices are acceptable.
- List of items to be sold must include reasonable variety of concession friendly food and drink options for patrons.
- Proposed Dates and Hours of operation are as follows, but can change due to City needs, staffing, weather, or other circumstances:

May 24th through August 3rd, 2025 Mondays (Closed), Tue (Private Parties Noon -8), Wed through Sat Noon to 7PM, Sunday 1-6PM. August 9th through August 31st, Saturday and Sunday only. Saturday Noon to 7PM and Sunday 1-6PM.

Questions Contact: CJ Jennings
cjennings@cityofdelcity.org, 405-671-2868.

BIDDERS PROPOSAL

1. Complete the Contract so far as you are able. Such contract constitutes your bid and will be the contract under which you are to perform should your bid be accepted. Therefore, it is essential that you are aware of its terms as well as those contained in the specifications.

2. Return an original copy of this completed form along with all accompanying documents and specifications to the attention of the City Clerk, City of Del City, Municipal Building, 3701 SE 15th St, Del City, OK 73115. The envelope must be sealed and clearly identified on the outside with the contract number, title, date and time of bid opening, and vendors name and address.

THIS CONTRACT made and entered into by and between (dba if applicable) _____

hereinafter, referred to as "Vendor," and the City of Del City and/or Del City Municipal Services Authority hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the Council and/or Trustees of the City has caused to be prepared in accordance with law, certain plans, specifications and other bidding documents, and has caused Solicitation for Bids to be given and advertised as required by law, and has received sealed proposals; and

WHEREAS, this document until executed by the Mayor and/or Trustees of the City only constitutes the bidder's proposal; and

WHEREAS, this document and attachments hereto when executed by the Mayor and/or Trustees of the City shall constitute the sole binding contract of the parties hereto.

NOW THEREFORE, that in consideration of the covenants, contracts and representations hereafter set forth, it is mutually agreed by the parties hereto that:

A. Vendor does hereby agree to sell and deliver to City the following items of material and/or service at the following prices, to wit: **See all exhibits/attachments attached hereto.**

B. Vendor expressly warrants that all articles, materials, and/or work covered in this contract will conform to any plans or specifications attached hereto and made a part hereof as if here set forth in full; and further warrants that same shall be of good material and workmanship, and free from defects.

1. **TERMINATION.** City may notify the Vendor within 30 days of the day that the City knows or should have known that the Vendor breached this Contract. The Vendor will have 30 days following receipt of such notice to cure any alleged breach. If the Vendor fails to cure any alleged breach within that 30-day period, then the City may terminate this Contract.

It is further agreed the City may terminate this Contract immediately if the Vendor fails to provide services/goods in accordance with this contract or in any way breaches any of the provisions of the Contract.

2. **NOTICES.** Any notice or communication in connection with this Contract will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

City: City of Del City, 3701 SE 15th Street
Del City, OK 73115
Attention: _____
EMAIL: _____

Vendor: _____

EMAIL: _____
Attention: _____

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

3. **INDEPENDENT CONTRACTOR.** The Vendor, in its capacity as a professional Vendor to the City, is and will be at all times an independent contractor. The Vendor does not have the express, implied or apparent authority either (A) to act as the City's agent or legal representative or (B) to legally bind the City, its officers, agents or employees.

4. **STANDARD TERMS.**

- A. **Applicable Laws:** The Vendor will abide by all laws, rules and regulations applicable to the pro
- B. **Insurance:** The Vendor will carry all employee insurance necessary to comply with applicable state and federal laws, including but not limited to general liability insurance and workers compensation insurance
- C. **Third Party Beneficiaries:** This Contract is for the sole benefit of the parties to this Contract and their permitted successors and assigns. Nothing in this Contract, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.
- D. **Entire Contract:** This Contract, together with any exhibits or amendments hereto, constitutes the entire contract of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and contracts between the parties are merged into this Contract, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Contract or expressly referred to herein has been relied on by any party in entering into this Contract.
- E. **Amendment in Writing:** This Contract may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further contract in writing, properly executed by a duly authorized officer of the Vendor and the City Representative, acting for and on behalf of the City.
- F. **Binding Effect:** This Contract will bind the parties and their respective successors and assigns. If any provision in this Contract will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- G. **Prohibition on Assignment:** The Vendor may not assign its interests or obligations hereunder.
- H. **Waiver:** Non-enforcement of any provision of this Contract by the City will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Contract.

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Secretary