

CONCESSION STAND SPECIFICATIONS

I. Scope of Services

The Contractor shall be responsible for, but not limited to, preparing and selling food, maintaining necessary food service, supplies etc. In addition, the Contractor shall be responsible for performing basic sanitation such as sweeping, mopping, and dishwashing and sanitary requirements by the Health Department. The Town of Tazewell will be requesting extra inspection without notice to the Contractor to verify cleanliness and food quality. ServSafe Certification is required.

The Contractor upon agreement with the Town of Tazewell shall determine the prices and portions of the food items to be sold and will supply the said menu in the proposal.

II. Payment

The Contractor shall pay the current 8% meals tax plus an additional percentage offered based on gross sales by the 1st of each month. In return the Town of Tazewell will provide the facilities and utilities. If selected, the Contractor will provide a \$1,000 refundable deposit to provide services. This deposit will be refunded at the end of season as long as the Contractor does not default (resign post or refrain from services) during the concession season.

III. Personnel

The Contractor shall maintain, supply and provide labor in addition to obtaining Health Department approval. All federal and state laws for employment must be recognized. There will be background checks with the Health Department on previous services provided.

IV. Maintenance

The Contractor shall have access to all equipment currently in the concession stand and will be allowed to bring in any additional equipment of their own they feel necessary and as the present electrical system, etc. will allow. Any Town equipment failures will be replaced by the Town of Tazewell. The Contractor may contact the Recreation Director at (276) 979-7038 to tour the facility.

V. Insurance

The Contractor shall be responsible for obtaining a \$2,000,000 insurance policy.

VI. Hours of Operation

The Contractor shall operate the concession during the following:

Pool Operation (Labor Day Weekend – Memorial Day)

Monday – Friday: 12:00 noon – 5:20 p.m.

Saturday: 10:00 a.m. – 6:00 p.m.

Sunday: 1:00 p.m. – 6:00 p.m.

Night Swims (Begins after Memorial Day – Week Before Labor Day)

Day's to be Determined: 8:00 p.m. – 10:00 p.m.

Aqua Park Operation (Labor Day Weekend – Memorial Day)

Friday's: 12:00 noon – 5:20 p.m.

Saturday's: 10:00 a.m. – 6:00 p.m.

Sunday's: 1:00 p.m. – 6:00 p.m.

Soccer Season (April – May & September – October)

Saturday's: Times to be Determined

Softball Tournaments (Randomly April – September)

Normally on Saturday's: 9:00 a.m. – 9:00 p.m.

The Contractor is responsible for contacting the Recreation Director for updates on daily operations and scheduled events. Remember these are only estimates, dates and/or times may change.

VII. Required Documents

Proposals will be automatically eliminated if the required documentation below is not included with Contractor's proposal. The proposal will be awarded based on all criteria. Proposals must be submitted to Todd Day, Town Manager, 211 Central Avenue, Tazewell, Virginia 24651 by 2:00 p.m. on Monday, March 1, 2021. For additional information contact Todd Day at (276) 988-2501. The Town of Tazewell has the right to reject any or all proposals.

- Signed & Notarized Proposal
- Signed & Notarized Waiver & Release
- Letter from 3 References (Related to Food, Quality, History of Service)
- Copy of Insurance Policy Described Above
- Copy of Town of Tazewell Business License (If Awarded Contract)
- Copy of Menu with Prices

P R O P O S A L

I, _____, do hereby propose to the Town of Tazewell the following to operate the concession stand at Lincolnshire Park in Tazewell, Virginia for the 2021 concession season. I will provide the labor and the items to sale. I agree to pay the Town of Tazewell 8% meals tax plus an additional _____% offered based on gross sales the 1st of each month. In return the Town of Tazewell will provide the facilities and utilities. If selected, I will provide a \$1,000 refundable deposit to provide services. I understand this deposit will be refunded at the end of season as long as I, as Contractor, do not default (resign post or refrain from services) during the concession season.

Contractor

Date

STATE OF _____

COUNTY/CITY OF _____

I, _____, a Notary Public in and for the State and County/City aforesaid, hereby certify that this day _____ personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission Expires _____.

Lincolnshire Park Concession Stand

WAIVER & RELEASE

The undersigned hereby waives, releases, and forever discharges the Town of Tazewell, its Council and administrative personnel, and its employees, agents, and successors and assigns from any and all acts, actions, claims, causes of action, demands or liability of whatever nature or kind, whether known or unknown, including claims for actual, consequential and punitive damages for death, personal injury, or property damage which I may have, or which may hereafter accrue to me, as a result of my use of Lincolnshire Park Concession Stand or any other amenity on Town owned property.

This release is intended to discharge, in advance, the Town of Tazewell, its Council and administrative personnel, and its employees, agents, and successors and assigns from and against any and all liability arising out of or in any way connected with my use of said Concession Stand even though liability may arise out of or from the negligence or carelessness on the part of the persons or entities mentioned above, particularly on account of all injuries, known and unknown, both to person and property, which have resulted or may in the future develop from the undersigned's participation in or use of Lincolnshire Park Concession Stand.

It is further understood and agreed that I have read and understood this Waiver & Release, and further understand that this Waiver & Release is to be binding on my heirs and assigns.

Signature: _____ Date: _____

STATE OF _____

COUNTY/CITY OF _____

I, _____, a Notary Public in and for the State and County/City aforesaid, hereby certify that this day _____ personally appeared before me and made oath that he is duly authorized to make the above statements and that such statements are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission Expires _____.