

CITY OF GILLETTE

Purchasing

P.O. Box 3003 • Gillette, Wyoming 82717-3003
Phone 307.686.5263 • Fax 307.682.7942
www.gillettewy.gov

REQUEST FOR PROPOSAL

NON-PROFIT ORGANIZATIONS

OPERATION OF THE CONCESSION STAND CITY OF GILLETTE SWIMMING POOL 2018 SEASON

1. GENERAL

1.1 "SUPERVISOR", means the Water Services Manager unless otherwise specified. "Concessionaire" means a Non-profit organization that contracted with the City to operate a concession stand located at the Municipal Swimming Pool at 909 South Gillette Avenue ("Pool").

1.2 Under the Contract, the Concessionaire shall operate a concession stand located at the Pool.

1.3 The Concessionaire shall not engage in any other business at the Pool. Failure to comply with the terms of the Contract will result in termination of the Contract.

2. RESPONSIBILITIES OF THE CITY OF GILLETTE

2.1 The City will furnish one (1) popcorn machine, one (1) three (3) compartment sink, (1) refrigerator, (1) icemaker, (1) hot dog cooker, (1) pretzel cooker, (1) cheese & nacho machine, and (1) snow cone machine.

2.2 The City will pay utility costs associated with the operation of the Concession Stand including water, sewer and electricity.

2.3 The City will dispose of all trash properly placed in the City dumpsters.

2.4 The City of Gillette Concession Stand is located at the South end of the Swimming Pool Building at 909 S. Gillette Ave.

Service with P.R.I.D.E.

Productivity / Responsibility / Integrity / Dedication / Enthusiasm

3. RESPONSIBILITIES OF THE CONCESSIONAIRE

3.1 Concessionaire understands and agrees that it is subject to all federal, state, and local health statutes, rules, regulations, and ordinances, regardless whether the Concessionaire is operating as a Non-profit organization. Further, the Concessionaire agrees that it will comply with any health inspection by any federal, state, and/or local health organization.

3.2 Concessionaire shall not sell food, beverages, or other merchandise in glass containers or in containers that may pose a risk or hazard to the safety of the customers of the Concession Stand, or to participants or spectators at the pool or park.

3.3 Concessionaire shall not sell any alcoholic beverages.

3.4 Concessionaire shall keep an area within a radius of 50 feet from the stand free from trash, garbage, and other litter arising out of sales of food, beverages, and any other merchandise from the concession stand.

3.5 Concessionaire shall obtain all permits and licenses, including but not limited to health and business permits or licenses required to operate Concession Stand.

3.6 Concessionaire, its agents, or its employees shall park vehicles in designated parking areas.

3.7 Concessionaire shall remove its vehicles, equipment, supplies, and other personal property from the Concession Stand by 10:00 pm on the last day of the term of this Contract.

3.8 Concessionaire understands and agrees no one under the age of sixteen (16) shall be allowed to work at the Concession Stand, unless supervised by an adult.

3.9 Concessionaire, at its own expense, shall repair any damage or injuries caused by Concessionaire, its customers, members, invitees, agents, or employees. At the termination of this Contract, the Concessionaire shall leave all City owned equipment in as good a condition as when Concessionaire commenced the use thereof, reasonable wear and tear excepted. The degree of damage or excessive wear and tear to the said equipment shall be determined solely by the Water Services Manager ("Manager").

3.10 Concessionaire shall empty trash at the end of the day into the designed City dumpster.

3.11 Concessionaire shall perform all necessary labor and services; furnish all cleaning supplies, and provide all food supplies, including but not limited to: all food, food stuffs, beverages, and containers to operate the Concession Stand.

3.12 Concessionaire shall not order any supplies, food or services on behalf of the City.

3.13 Concessionaire may change the facilities or equipment only with the approval of the Supervisor.

3.14 Concessionaire shall operate the Concession Stand between the hours of 10:00 A.M. and 8:00 P.M. on days the pool is open to the public.

3.15 Concessionaire agrees to pay the City ten dollars (\$10.00) in consideration to operate the Concession Stand. Payment shall be made prior to operating the Concession Stand.

4. PROPOSAL CONTENT

4.1 The Concessionaire shall submit a Proposal to address the questions listed in "Exhibit A".

4.2 The Proposal shall include the following, minimum information:

(a) Summarize the Non-profit organization. For example, what services does the Non-profit organization provide? What benefit will the Non-profit organization receive by selling concessions at the City's Swimming Pool?

(b) Provide documentation from the Wyoming Secretary of State's Office that the Concessionaire is a Non-profit organization and has the authority to operate in Wyoming.

(c) Summarize the type of concessions that will be sold by the Concessionaire and the corresponding prices. Include a complete menu and proposed prices for each item in this section.

5. TERM OF CONCESSION STAND CONTRACT

5.1 The City Swimming Pool will be open from **Saturday, May 26, 2018** through **Friday, August 17, 2018**. Dates are approximate and depend on weather, availability of life guards, and other operation issues that might impact the opening and closing of the swimming pool.

5.2 The Concessionaire shall submit a prioritized list of weeks the Concessionaire intends to work, as attached to this Request for Proposals identified as "Exhibit B".

5.3 The term of the Contract shall be determined solely by the City of Gillette, after reviewing all Request for Proposals.

6. CONTRACT REQUIRED

6.1 Upon notice of award, Concessionaire agrees to execute the Contract attached to this Request for Proposals identified as "Exhibit C".

7. AWARD

7.1 The City will award multiple Contract(s) to Concessionaire(s) based on information received within Exhibit A.

7.2 Any Proposals received that are not in conformance with this Request for Proposal will not be considered.

7.3 Scheduling for Concessionaire(s) available for the time slots in Exhibit B will be made at the sole discretion of the City.

7.4 The City reserves the right to reject any or all proposals submitted or to award Contract(s) in the best interest of the City.

8. PROOF OF INSURANCE

8.1 Commercial General Liability Insurance. The Concessionaire shall provide coverage, during the entire term of this Contract, against claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use thereof, in an amount not less than one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) general aggregate.

8.2 All policies required under this Contract shall be in effect for the duration of this Contract. All policies shall be primary and not contributory. Concessionaire shall pay the premiums on all insurance policies, and all insurance certificates must include a clause stating that the insurance may not be revoked, canceled, amended, or allowed to lapse until the expiration of at least sixty (60) days advance written notice to the Manager.

8.3 City as Additional Insured. All insurance policies required by this Contract, except workers' compensation, shall name the City as an additional insured, and shall contain a waiver of subrogation against the City, its agents and employees. Concessionaire shall provide, upon request, a copy of an endorsement providing this coverage.

8.4 City's Right to Reject. The City reserves the right to reject a certificate of insurance if the Concessionaire's insurance company is widely regarded in the insurance industry as financially unstable.

8.5 Governmental Immunity. The City does not waive governmental immunity by issuing this Request for Proposal and specifically retain all immunities and defenses available to it pursuant to WYO. STAT. §§139101-121 and all other applicable law.

Proposal must be submitted to the City of Gillette Purchasing Office by 2:00 p.m. on April 4, 2018.

AUTHORIZED SIGNATURE:

Christine Orchard
SIGNATURE

3/19/18
DATE

Christine Orchard
PRINT NAME

Girl Scout Troop 1160
NON-PROFIT ORGANIZATION NAME

81-6001486
FEDERAL TAX ID NUMBER

2103 Wrangler Rd. Gillette WY 82718
ADDRESS

307 680-9488
PHONE

Orchard-Christy@yahoo.com
EMAIL

EXHIBIT A PROPOSAL

NON-PROFIT ORGANIZATIONS OPERATION OF THE CONCESSION STAND CITY OF GILLETTE SWIMMING POOL – 2018 SEASON

Girl Scout Troop 1160
NON-PROFIT ORGANIZATION NAME

1. Summarize the Purpose of the CONCESSIONAIRE's NON-PROFIT organization. What services does the NON-PROFIT organization provide the Gillette Community? (attach additional pages, if necessary)

The girls have done several projects at Boys and Girls Club, even earning their Silver Award for their work. They have helped with Blessings in a Backpack, Eat Read Grow and several other local projects. The girls help at all the local GS Events and are currently working to purchase a robot for a STEM project.

2. What benefit will the NON-PROFIT organization receive by selling concessions at the City's Swimming Pool during the 2018 season? (attach additional pages, if necessary)

The girls need to update/upgrade their robot for the first Lego League. They teach other girls about the program plus demos for schools and other organizations. The girls were awarded most inspirational team in this year's state competition.

3. Complete the following menu list and include proposed prices for each menu item. (attach additional pages, if necessary)

<u>MENU ITEM</u>	<u>MENU PRICE</u>
Popcorn	\$1.00
Hot Dog	\$1.50
Pretzel	\$2.00
Nachos	\$2.50
Water	\$1.00
Soft Drinks	\$1.00
Candy	\$1.00
Snow Cones	\$1.50
Other Items (use as many lines as necessary)	
GS Cookies (if still available)	\$4.00
Home made cookies/goodies	\$1.00
Walking tacos (evening + weekends)	\$4.00
Other pops	\$.25

ATTACH SEPARATELY. Provide documentation from the Wyoming Secretary of State's Office that the CONCESSIONAIRE is an active NON-PROFIT organization and has the ability to operate in Wyoming.

EXHIBIT B
PRIORITIZED WEEKS AVAILABLE TO WORK

NON-PROFIT ORGANIZATIONS
OPERATION OF THE CONCESSION STAND
CITY OF GILLETTE SWIMMING POOL – 2018 SEASON

Girl Scout Troop 1160
NON-PROFIT ORGANIZATION NAME

Please enter a unique number (1 through 12) for each week in the "Priority #" column. For weeks you are not available to work, please write "NA".

#	<u>WEEK RANGE</u>	<u>PRIORITY #</u>
1.	Sat May 26 thru Fri Jun 01	7
2.	Sat Jun 02 thru Fri Jun 08	2
3.	Sat Jun 09 thru Fri Jun 15	N/A
4.	Sat Jun 16 thru Fri Jun 22	N/A
5.	Sat Jun 23 thru Fri Jun 29	N/A
6.	Sat Jun 30 thru Fri Jul 06	5
7.	Sat Jul 07 thru Fri Jul 13	1
8.	Sat Jul 14 thru Fri Jul 20	N/A
9.	Sat Jul 21 thru Fri Jul 27	N/A
10.	Sat Jul 28 thru Fri Aug 03	3
11.	Sat Aug 04 thru Fri Aug 10	4
12.	Sat Aug 11 thru Fri Aug 17	6

EXHIBIT C
EXAMPLE CONCESSION STAND CONTRACT

To Whom It May Concern:

I am writing this letter in endorsement of Girl Scout Troop # 1160 for the opportunity to serve concessions at the Gillette City pool this summer. The girls of this troop have worked closely with me at the Boys & Girls Club on a number of community service based projects.

They have volunteered at family night events, held food drives, and donated both their time and energy towards serving the community. Beyond their community service this troop has pushed themselves by participating in robotics competitions and designing and finishing a permanent space for themselves that they have agreed to share with other troops in the community.

There is no better example of youth giving back to their community than the girls of troop #1160 and I highly recommend that they be given the chance to take advantage of this amazing opportunity, through serving concessions at the City Pool this summer.



Patrick N. Collier
Executive Director
Boys & Girls Clubs of Campbell County
410 Lakeside Dr.
Gillette, WY 82716
Office: (307) 685-1050

Girl Scout Troop 1160 Endorsement for City Pool Concessions

To Whom It May Concern:

I am writing this letter to endorse Cadette Girl Scout Troop 1160 as one of the nonprofits who operate concessions this summer at the Gillette City Pool.

The Troop constantly seeks opportunities to conduct community service, examples follow. They frequently work closely with our local Boys and Girls Club helping with family events, food drives, and painting rooms to help update the Club. They have assisted the Gillette Girl Scout Service Unit with community service projects such as food drives, making gifts/comfort kits for residents at The Legacy, Gillette Abuse Refuge Foundation and even making treats for the local Animal Shelter. They have been readers at Meadowlark Elementary School Family Literacy night where they also demonstrated the robot they built. Additionally, very recently they supported the Eat, Read, Grow Family Literacy program conducted at Title One Schools by packing food baskets for each family attending, escorting families to reading rooms and cleaning up at the conclusion of the event.

The girls continually support Service Unit Girl Scout events by mentoring the younger girls, helping prepare and serve food, preparing for events and cleaning up afterwards. They were extremely instrumental in the success of the Community Expo, "Girl's Day Out", hosted by Gillette Girl Scouts this past September with 300+ in attendance. We would not have been able to conduct this event without their support.

The girls regularly challenge themselves. This past year they earned the Girl Scout Silver Award (2nd highest Girl Scout award) by designing and finishing a permanent space at the Boys and Girls Club for not only their troop, but all troops within Gillette. Each girl spent at least 50 hours in completion of this space. Further, they distinguished themselves by being recognized as the most inspirational team at the Wyoming State Robotics Competition in Casper after joining the Girl Scout Robotics team only 2 months earlier. They had to build and program their robot from scratch, a very commendable effort requiring numerous hours of not only their spare time, but their parents.

I encourage you to look favorably upon Troop 1160's application to serve concessions at the City Pool this summer. They epitomize volunteerism and community service and are truly an example for other youth to follow.



Lynn Wright
Gillette Girl Scouts
Service Unit Manager
307-680-0319



State of Wyoming
DEPARTMENT OF REVENUE

MATT MEAD, *Governor*
EDMUND J. SCHMIDT, *Director*

122 West 25th Street, 2-West, Cheyenne, Wyoming 82002-0110
Telephone: (307) 777-7961 • Web: <http://revenue.state.wy.us> • E-mail: dor@wy.gov

Administration Fax (307) 777-7722 • Property Tax Division Fax (307) 777-7527 • Excise Division Fax (307) 777-3632 • Mineral Division Fax (307) 777-7849 • Liquor Division Fax (307) 777-6255

December 21st, 2012

Girl Scouts of Montana and Wyoming
2303 Grand Ave
Billings, MT 59102

Based on the information you have furnished this office, we find that **Girl Scouts of Montana and Wyoming** qualifies for exemption from Wyoming sales/use tax under W.S. 39-15-105 and 39-16-105.

This exemption extends to *all purchases by the organization* in and for the regular *charitable functions* and activities of the organization. Purchases by the organization of services and tangible personal property used to provide benefits to members or employees, such as housing, clothing, transportation, food, etc., would not be exempt the tax.


As a *charitable* organization, your occasional sales for fund-raising purposes are also exempt from sales tax under W.S. 39-15-105 and 39-16-105. *However, if you make regular or routine sales for fund-raising purposes, such regular sales are not exempt. If such sales are made by your organization, you are required to obtain a Wyoming Sales/Use Tax license and file regular tax returns with this department for your sales.* If you have any questions about the classification of sales made by your organization, we urge you to submit written evidence of your activities and request a ruling.


This exemption does not extend to personal purchases made by employees or members of the organization, nor to contractors who may be performing for the organization. Purchases made by employees or members of the organization with later reimbursement by the organization are subject to the tax. A properly completed Certificate of Exemption must be furnished to your suppliers.

Please find enclosed a Streamlined Sales Tax Agreement Certificate of Exemption with Instruction for your use. Please note that a properly completed form includes Section 3 information regarding purchaser as well as seller to be completed. In section 4, #20 and designate your entity as a charitable organization. Also in Section 5, letter E and indicate your *Revenue Identification (RID) Number which is 257262*. The absence of this document would require you to pay sales tax on the purchase.

Finally, should there be a change in the condition of your organization (i.e. IRS designation, name, address, or charitable condition) you are required to notify the Department immediately to obtain a current determination. Should you have any questions on this or other sales/use tax matters, please contact the Department of Revenue at (307) 777-2459.

Sincerely,


Robert M. Albee
Program Coordinator
Education and Taxability
Excise Tax Division


Terri Lucero
Manager
Education and Taxability
Excise Tax Division

Streamlined Sales and Use Tax Agreement

Certificate of Exemption

This is a multi-state form. Not all states allow all exemptions listed on this form. Purchasers are responsible for knowing if they qualify to claim exemption from tax in the state that would otherwise be due tax on this sale. The seller may be required to provide this exemption certificate (or the data elements required on the form) to a state that would otherwise be due tax on this sale.

The purchaser will be held liable for any tax and interest, and possibly civil and criminal penalties imposed by the member state, if the purchaser is not eligible to claim this exemption. A seller may not accept a certificate of exemption for an entity-based exemption on a sale made at a location operated by the seller within the designated state if the state does not allow such an entity-based exemption.

1. ☐ Check if you are attaching the Multi-state Supplemental form.

☒ If not, enter the two-letter postal abbreviation for the state under whose laws you are claiming exemption.

2. ☐ Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.

3. Please print Girl Scouts of Montana + Wyoming

Name of purchase, 2303 Grand Ave. Billings MT 59102
Business Address City State Zip Code

81-6001486 MT USA
Purchaser's Tax ID Number State of Issue Country of Issue

If no Tax ID Number Enter one of the following:	FBIN <u>81 6001486</u>	Driver's License Number/State Issued ID Number State of Issue: Number	Foreign diplomat number
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Name of seller from whom you are purchasing, leasing or renting _____

Seller's address _____ City _____ State _____ Zip code _____

4. Type of business. Circle the number that describes your business

- | | |
|---|---------------------------------------|
| 01 Accommodation and food services | 11 Transportation and warehousing |
| 02 Agricultural, forestry, fishing, hunting | 12 Utilities |
| 03 Construction | 13 Wholesale trade |
| 04 Finance and insurance | 14 Business services |
| 05 Information, publishing and communications | 15 Professional services |
| 06 Manufacturing | 16 Education and health-care services |
| 07 Mining | 17 Nonprofit organization |
| 08 Real estate | 18 Government |
| 09 Rental and leasing | 19 Not a business |
| 10 Retail trade | 20 Other (explain) _____ |

5. Reason for exemption. Circle the letter that identifies the reason for the exemption.

- | | |
|--|---|
| A Federal government (department) _____ | H Agricultural production # _____ |
| B State or local government (name) _____ | I Industrial production/manufacturing # _____ |
| C Tribal government (name) _____ | J Direct pay permit # _____ |
| D Foreign diplomat # _____ | K Direct mail # _____ |
| E Charitable organization # _____ | L Other (explain) _____ |
| <u>F</u> Religious or educational organization # _____ | |
| G Resale # _____ | |

6. Sign here. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of Authorized Purchaser _____ Print Name Here _____ Title _____ Date _____

**ADVERTISEMENT AND REQUEST FOR PROPOSALS
CITY OF GILLETTE**

NOTICE IS HEREBY GIVEN THAT PROPOSALS FOR PROVIDING SERVICES FOR:

***NON-PROFIT ENTITIES TO OPERATE THE CITY OF GILLETTE
SWIMMING POOL CONCESSION STAND FOR THE 2018 SEASON.***

WILL BE RECEIVED BY THE CITY OF GILLETTE, WYOMING, AT THE OFFICE OF THE CITY PURCHASING DIVISION, CITY WAREHOUSE, 800 N. BURMA AVENUE, GILLETTE, WYOMING, 82716, UNTIL THE FOLLOWING TIME AND DATE, AND THEN PUBLICLY OPENED AND ACKNOWLEDGED:

2:00 P.M. on April 4, 2018

THE REQUEST FOR PROPOSALS MAY BE EXAMINED AT THE FOLLOWING LOCATIONS:

CITY OF GILLETTE:

CITY PURCHASING DIVISION
800 N. BURMA AVENUE
GILLETTE, WY 82716
(307) 686-5263

COPIES OF THE REQUEST FOR PROPOSALS ARE AVAILABLE AT THE OFFICE OF THE CITY PURCHASING DIVISION.

PROPOSALS MUST BE APPROPRIATELY MARKED:

NON-PROFIT CITY POOL CONCESSIONS

THE CITY OF GILLETTE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

UTILITIES DIRECTOR



MICHAEL COLE

CITY ADMINISTRATOR



PATRICK DAVIDSON

March 12, 2018
DATE

3/12/18
DATE

PUBLISH: ***March 16, 2018
March 23, 2018
March 30, 2018***