

REQUEST FOR PROPOSALS (RFP)
CITY OF CEDAR HILL
CONCESSION SERVICES for The Lagoon at Virginia Weaver Park

I) INTRODUCTION

The City of Cedar Hill, Texas is planning to contract for concession services for the Lagoon at Virginia Weaver Park to be provided in 2026. The facility includes aquatic recreation and programming that is currently scheduled for the summer season (May 23 to August 9, 2026). Proposals are being solicited to help select a concessionaire to provide services as needed for The Lagoon at Virginia Weaver Park described herein (see attached Concession Services Agreement).

II) EXPERIENCE

Preference will be given to companies having demonstrated experience in projects of similar scope and complexity. A company resume shall be submitted as part of the proposal. The resume will be attached as part of the Concession Agreement and shall include, at a minimum, the following items:

- ✓ The background and experience of operator in providing quality service through similar concession operations.
- ✓ Demonstration of operational capability to manage staffing, service, inventory, financial reporting, and health and safety compliance for concession operations.
- ✓ A menu that offers a variety of food items as suggested in Section 10.0 Sample menu with prices to be provided with the proposal.
- ✓ Three (3) references with name of contact person and telephone number.

III) CRITERIA FOR AWARD OF CONTRACT

- 3.1 Proposals submitted by responding concession service operators for the privilege to operate recreation facilities concession will not be the sole determining factor in selecting the concession operators. The criteria for evaluating the proposals will be based upon what the City determines to represent the best value. The City will consider several factors in determining the "best value" including, but not necessarily limited to, a combination of the following:
 - ✓ The background and experience of operator in providing quality service and customer service through similar concession operations (30 points)
 - ✓ Proposed amount (15 points)
 - ✓ Demonstration of operational capability to operate the concession in a business-like manner (15 points)
 - ✓ Ability to provide a menu that offers a variety of food items as suggested in 10.0 (10 points)
 - ✓ Reference responses (30 points)
- 3.2 The City reserves the right to add other food services at its discretion to any of its facilities or activities.

IV) SCOPE OF WORK

Proposals must demonstrate the submitting firm's ability to provide concession services normally required for the operation of a municipally owned facility. The general scope of services is further described in the form of Concession Services Agreement attached hereto and incorporated herein. A final form of the Concession Services Agreement will be prepared by the City after the award and must be executed by the selected firm. The submission of a proposal represents an intention and agreement to sign a final Concession Services Agreement in substantially the form of the attached.

V) OTHER REQUIREMENTS

Each firm submitting a proposal must include all information needed to qualify. All submissions must address the following items to be given further consideration for the project: experience with similar projects; availability to perform requested services; ability to perform services within the given timeframe; understanding of the project scope; familiarity with the site; proof of insurance as required by the City of Cedar Hill.

Each proposal **must include** a proposed concession fee payable to the City in the form of a percentage of gross concession revenues. **THE MINIMUM CONCESSION FEE THAT WILL BE CONSIDERED BY THE CITY IS FIFTEEN PERCENT (15%) OF GROSS CONCESSION REVENUES.** Proposals proposing a concession fee below this minimum will be deemed non-responsive and will not be considered.

VI) QUALIFICATIONS CONTENTS

The proposal shall contain the following information:

1. Name of firm(s),
2. Company history, including the name of all owners and officers, former business names, address, and a complete history of all concession services operations and other relevant experience.
3. General Liability Policy and Automobile Liability Policy, both with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate,
4. Proposed percentage payment to the City (if different than the required minimum).

VII) SELECTION CRITERIA

The City will select the firm whose proposal demonstrates the best overall value to the City, considering experience, operational capability, and proposed financial return for the City, as evaluated under the criteria set forth in this RFP. The City reserves the right to enter discussions with the highest-ranked firm to clarify and finalize agreement terms prior to the award. If the City is unable to finalize an agreement with the highest-ranked firm, the City may proceed to discontinue discussions and proceed to the next highest-ranked firm.

PROPOSALS SHALL BE EMAILED TO PURCHASING@CEDARHILLTX.COM OR SUBMITTED BY 2:00 (CENTRAL) P.M. ON JANUARY 16, 2026 TO:

Purchasing Agent
City of Cedar Hill
285 Uptown Boulevard
Cedar Hill, TX 75104
(972) 291-5100 X 1064

For questions, contact:
Shonda Johnson
Recreation Superintendent
(972) 291-5130

J.T. Nanney
Aquatics/Athletics Recreation Coordinator
(972) 291-5130

**CITY OF CEDAR HILL
CONCESSION SERVICES AGREEMENT**

1.0 SCOPE OF SERVICE

1.1 This Concession Services Agreement is for concession services at the Lagoon at Virginia Weaver Park location operated by the Cedar Hill Parks and Recreation Department (hereafter referred to as the "City"). The Concessionaire shall have revocable exclusive rights to operate the concession stand for all hours of regular operation of the facility (with the exception of private rentals).

2.0 SPECIAL NOTES

The anticipated number of scheduled days of operation is listed for the site. Please note, this is only an estimate; the Concessionaire will pay a concession fee to the City equal to ___% of gross income pay per each operational day. Such concession fee will be due and payable the 5th day of month following each month in which the gross revenue was earned.

2026 Estimated Dates of Season / Operation
May 23 to August 9, 2026 (6 days of operation per week)

3.0 CONTRACT PERIOD

The term of the contract shall be for the 2026 aquatic season and will terminate on August 10, 2026. Two one-year options to extend the contract are allowed. Each contract period shall begin on May 20 and terminate on August 20 of that year. This agreement, including all allowable extensions, shall terminate on August 20, 2028. Each one-year extension requires written approval by both parties.

4.0 LICENSES AND PERMITS

The Concessionaire will be responsible for obtaining and maintaining all required certificates and permits necessary to run a food dispensary business in the City of Cedar Hill. The minimum requirements are for all staff to obtain a current Food Handler's Permit, Basic CPR/AED, and a Cedar Hill Health Permit (Attachment A).

5.0 LIABILITY INSURANCE

The concessionaire shall provide the City of Cedar Hill with proof of General Liability Insurance and Automobile Liability Insurance, each of which shall provide coverage limits in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance policies shall name the City as an additional insured during the season that covers concession operations. Concessionaire shall provide current appropriate insurance to J.T. Nanney, Aquatics/Athletics Recreation Coordinator, when contract is awarded.

6.0 TYPES OF CONCESSION OPERATIONS REQUIRED

6.1 This Agreement is to provide an over-the-counter type of operation for servicing or dispensing of food and beverages to persons who may themselves carry the food to a desired area.

6.2 At their discretion, Concessionaire may choose to offer mobile cart services within the enclosed pool yard area. No mobile cart services will be offered outside of the enclosed pool yard area.

6.3 At their discretion, Concessionaire may choose to offer delivery services to the rented cabana

areas.

- 6.4 All mobile or delivery concessions must maintain the same health and safety standards as over-the-counter operations.
- 6.5 Concessionaire shall be solely responsible for the business of concessions.
- 6.6 Concessionaire do not get a free membership to the Lagoon at Virginia Weaver and cannot use the facility without a membership or a day pass.

7.0 CUSTOMER SERVICE

Concessionaire and all of its employees, agents, or representatives shall provide premier customer service to internal and external customers by responding to requests in a timely and professional manner. Concessionaire and its employees shall communicate and coordinate courteously and effectively in a family, friendly manner with customers, city staff, officials, patrons, volunteers and other outside organizations.

8.0 PURPOSE FOR WHICH AREAS ARE INTENDED

The concession areas that are the subject of this RFP are intended for the operation of authorized concessions only and may not be used by the Concessionaire for any other purposes. The areas may not be utilized for storage of any supplies, materials, or equipment that is not used in this operation. Concessionaire will furnish all storage containers, etc. needed for operation, cleanliness, sanitization of concession stand and protection of food products, serving products from insects/bugs. City of Cedar Hill provides routine professional insecticide treatment deemed safe for food service.

9.0 FACILITIES AND UTILITIES

The City will furnish water and electricity for the ordinary and usual operation of the food and beverage concession locations. The City will not furnish telephone service in any location except where phones are already installed as a regular accommodation to patrons. It is the concessionaire's responsibility to furnish their own equipment. A three-compartment sink and a handwashing sink will be provided by the city. All other equipment is the sole responsibility of the independent contractor. See attached image for suggested equipment layout.

10.0 MENU AND PRICES

- 10.1 No item shall be sold without prior permission from the City. All prices on items sold shall be presented to the City for approval prior to opening each year. The City must approve all price changes and prices on new items. Gum, gum products, products in glass containers and any alcoholic beverages or products are prohibited from being sold by Concessionaire at the Facility.
- 10.2 A sample list of the items suggested to be offered for sale is as follows: soft drinks, water, sport drinks, popcorn, chips, hot dogs, candy, Kool-Aid, Pickles, Frito pies and nachos.
- 10.3 The concessionaire can choose their own vendor for soft drinks and other food supplies. Concessionaire is responsible for accepting all deliveries of product and equipment for concession operations.

11.0 HOURS OF OPERATION

- 11.1 Concession stand shall be appropriately stocked and open to the public during all general admission operating hours.
- 11.2 Key Deposit – The concessionaire will be required to pay a \$100 per key deposit to the City of Cedar Hill. This deposit will be refunded upon return of the key(s). Concessionaire may not make copies of the keys and must turn all keys in to J.T. Nanney, Aquatics/Athletics Recreation Coordinator, at the conclusion of the contract.

12.0 POSTED PRICES

Price lists and menu boards shall be neat in appearance and shall be conspicuously posted in plain view of the public on the premises.

13.0 CLEANING OF PREMISES

The Concessionaire shall furnish all labor, services, materials, supplies and equipment necessary to maintain a clean, orderly and inviting concession stand. The premises used in the operation of the concession shall be maintained to the satisfaction of the City and health inspector. This includes all premises used and occupied by the Concessionaire in the operation of concession, together with the area surrounding the buildings and facility, which are affected, by said operation and items sold by Concessionaire.

14.0 INSPECTION

The City reserves the right for its representatives to conduct inspections at reasonable times to ensure that fire, safety, and sanitation regulations, and other provisions contained in the agreement, are being adhered to by the Concessionaire.

15.0 REPAIRS AND MAINTENANCE

- 15.1 The City shall, at its cost and expense, make all ordinary and reasonable repairs required to preserve the building and refreshment stands owned by the City occupied under this contract.
- 15.2 The Concessionaire shall maintain the facilities on a day to day basis. If the Concessionaire damages the facilities the concessionaire will be responsible for the repairs.
 - 15.2.1 It shall be the responsibility of the Concessionaire to have the grease trap serviced/pumped by a liquid waste hauler, permitted by the City of Cedar Hill, no later than 30 days after the last day of operation, each year. The operator may be required to have the grease trap serviced more frequently, at the discretion of City staff, as needed to maintain proper functionality of the grease trap.

16.0 ACCOUNTING RECORDS

The Concessionaire shall maintain any records necessary to verify the amount of total gross receipts and net payments for the contract period, payment of wages, etc. These records shall be available for auditing at the City's request. Such records shall be maintained in accordance with generally accepted accounting principles and may be specifically prescribed by the City. See Attachment B.

17.0 SUBLEASE

The Concessionaire shall not have the authority to sublease concessions, or any part thereof, at any time.

18.0 SCHEDULE OF PAYMENTS

- 18.1 The successful Concessionaire(s) shall make payments, as follows:
- 18.2 The Concessionaire shall pay to the City the minimum amount owed for the prior one month period of operations. A monthly payment accompanied by a sales report (Attachment B) shall be made to the City no later than the 15th day of each month based upon the number of days the facility was open during the preceding month. Payments shall be brought in person or mailed to the Cedar Hill Parks and Recreation Department at 285 Uptown Blvd, Cedar Hill, TX 75104. Checks are made payable to the City of Cedar Hill. No other forms of payment are accepted. Failure to provide proper paperwork and monthly payments on time are grounds for immediate termination of this contract.

19.0 CONTRACT TERMINATION

This agreement may be terminated at any time if agreed to in writing by both parties. Concessionaire may terminate this agreement with written notice submitted no less than 14-days in advance. The City may terminate this agreement without cause with written notice submitted no less than 14-days in advance. The City may terminate this agreement immediately with cause.

20.0 INDEMNIFICATION

CONCESSIONAIRE AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF CEDAR HILL FROM AND AGAINST ALL LOSS, LIABILITY, CLAIMS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS OR OMISSIONS OR OTHER FAULT OF THE CONCESSIONAIRE OR THE CONCESSIONAIRE'S AGENTS, INVITEES, AND EMPLOYEES, AND THE CONCESSIONAIRE'S SUBCONTRACTORS AND THEIR AGENTS, INVITEES AND EMPLOYEES, ARISING FROM OR RELATED TO THE WORK OR SERVICES SPECIFICALLY PERFORMED HEREUNDER WHICH RESULTS IN DAMAGE TO PROPERTY, BODILY INJURY OR DEATH TO ANY PERSON OR PERSONS.

21.0 WAIVER OF JURY TRIAL

CONCESSIONAIRE AGREES THAT ALL DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY AND ALL REPRESENTATIONS OR WARRANTIES WHICH CANNOT BE RESOLVED THROUGH INFORMAL NEGOTIATIONS SHALL BE RESOLVED BY WAY OF A TRIAL BEFORE THE JUDGE OF A COURT OF COMPETENT JURISDICTION. CONCESSIONAIRE HEREBY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY. CONCESSIONAIRE REPRESENTS THAT IT HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY LEGAL MATTER OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT.

21.0 EMPLOYMENT PRACTICES

- 21.1 It is agreed that no compensation shall be provided any such person as an employee of the City and that no rights to benefits or contribution under the Texas Worker's Compensation shall be provided any such person as an employee of the City and that no rights to benefits or

contribution under the Texas Worker's Compensation Act shall insure the Concessionaire's personnel.

- 21.2 In the performance of work or services under this Agreement, the Concessionaire shall use its own means and methods in its work and shall be an independent contractor of the City, and any and all of Concessionaire's employees performing work or services hereunder shall be deemed to be employees of the Concessionaire and not employees of the City. In no event shall this Agreement be deemed or interpreted as creating a principal-agent or joint venture relationship between the parties hereto.
- 21.3 The parties further agree that the Concessionaire, as an independent contractor, and any additional personnel that may be provided, are not entitled to unemployment insurance benefits and that all rights to such benefits are waived by the concessionaire and by such additional personnel as he/she may provide.
- 21.4 Concessionaire shall comply with and perform the services in accordance with all applicable federal, state and local laws including, without limitation, all codes, ordinances, regulations, resolutions, standards and policies, as now existing or hereafter adopted or amended.
- 21.5 Concessionaire personnel must complete a background check/drug & alcohol screen at least yearly. Personnel may be required to complete a background check/drug & alcohol screen more frequently at the discretion of the Parks and Recreation Department.

22.0 MISCELLANEOUS

- 22.1 This Agreement shall not be assignable in whole or in part without the written consent of the City.
- 22.2 Should any word, phrase, sentence, paragraph or other provision or portion of this Agreement be construed to be unlawful or unenforceable by a court of competent jurisdiction, such circumstance shall not affect the validity of the remaining portions of this Agreement which shall remain in full force and effect.
- 22.3 This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.
- 22.4 This Agreement shall be governed by, and its provisions construed in accordance with, the laws of the State of Texas. Venue for any action arising from or related to this Agreement shall be the State District Courts or County Courts at Law of Dallas County, Texas.
- 22.5 This Agreement constitutes the entire agreement between the parties, and there exists no written or oral understandings, agreements or assurances with respect to any matters except as set forth herein. Unless expressly stated, this Agreement confers no rights to or upon any person or entity that is not a party hereto.

I have read and agree to the conditions and requirements stated within this Agreement.

CONCESSIONAIRE:
[INSERT LEGAL NAME OF CONCESSIONAIRE]

By: _____

Printed Name

Title

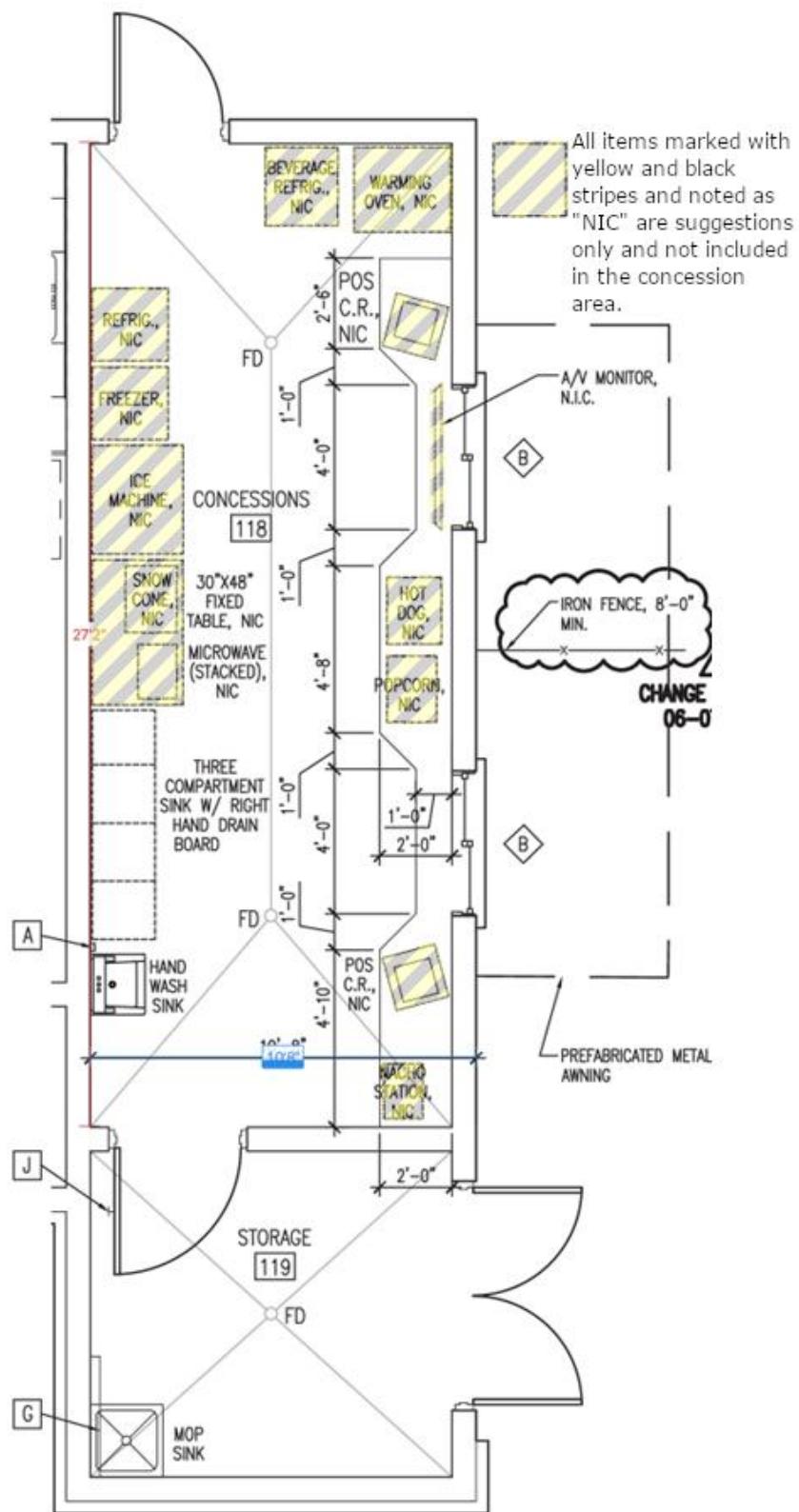
Date: _____

PROJECT TIMETABLE - Proposed

DESCRIPTION	EVENT
RFP is Advertised (Week #1)	Friday, December 19, 2025
RFP is Advertised (Week #2)	Friday, December 26, 2025
Questions Due	Friday, January 9, 2026
In-Person Meeting and Site Visit (Optional)	Monday, January 12, 2026
Proposals are Due (2:00 PM – Central Time)	Friday, January 16, 2026
Evaluate Proposals	January 20 – January 23, 2026
Award Project	January 23, 2026

Lagoon Attendance Numbers

2025 Dates	2025 Weekly Attendance	2024 Weekly Attendance
May 24 - 26	1,003	1,427
May 31 - June 1	1,147	1,092
June 3 - 8	3,196	2,771
June 10 - 15	1,519	2,483
June 17 - 22	3,828	3,517
June 24 - 29	2,978	3,095
July 1 - 6	2,136	2,912
July 8 - 13	2,570	2,792
July 15 - 20	2,868	1,794
July 22 - 27	2,452	1,775
July 29 - August 3	2,102	2,337
August 3 - 10	1,842	1,660



Enlarged Pool House - Concessions

SOMERSET DRIVE

The Lagoon

at Virginia Weaver

LAP/LESSON POOL

ACTIVITY POOL

BATHROOMS

CONCESSIONS
PARTY ROOM

ENTRANCE

LAZY RIVER
ENLARGEMENT
(CP-109)

SPRAY GROUNDS
ENLARGEMENT
(CP-107)

DUMPSTER

ALTERNATE NO. 6
SEE 2D STRUCTURE
CP-102