



National Park Service
U.S. Department of the Interior

Lyndon B. Johnson
National Historical Park

100 E Lady Bird Lane
Johnson City, TX 78636

830-868--7128 phone
830-868-7863 fax

Lyndon B. Johnson NHP Request for Proposals

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Susie Corlett, 830-868-7128, x222; susie_corlett@nps.gov

The Lyndon B. Johnson National Historical Park is seeking vendor(s) to provide two vending machines at the Ranch District, specifically by the Klein Shop building, under a commercial use authorization (CUA) for an agreement period of two years starting in 2018.

Organizational Overview

Lyndon B. Johnson National Historical Park (LBJ NHP) exists as part of the National Park System to “preserve and share, with the public, the historic properties, life, and legacy of President Johnson.” (Public Law 91-14) LBJ NHP protects the historic structures and Texas Hill Country landscapes linked to the ancestry, life, and legacy of President Johnson. The park provides opportunities for visitors to compellingly experience the places that shaped the personality, character, and political philosophy of President Johnson throughout his life, and served as the setting for a remote White House during his presidency.

The Ranch District contains the Texas White House and associated buildings. The Ranch includes fields, pastures, cattle pens, show barn, the reconstructed Lyndon B. Johnson Birthplace house, the Junction School, and the Johnson Family Cemetery. Maintenance of the historic scene is funded in part by maintaining a herd of registered Herefords, which are descendants of President Johnson’s original herd. All of which is observed by visitors of the park during a self-guided driving tour of the Ranch.

Location Description & Use Statistics

The Hangar building, also known as the Ranch Visitor Center, is located at the end of the driving tour on the Ranch. Visitors can get out of their cars, stretch their legs by walking around the Texas White House grounds, have a picnic, come inside the Hangar (Visitor Center) to see interpretive displays of President Johnson and Lady Bird Johnson and experience a tour with a Park Ranger. Most of the visitors and bus tours stop in at the Hangar for the interpretive tour. When exiting the Hangar to begin your tour, just outside is an old maintenance building called the Klein Shop with old cars frequently driven by the President. It’s one of our newest attractions and is visited frequently throughout the day. Outside this building is where the two vending machines will be located. One vending snacks and the other vending beverages. You have to walk by it when you exit the Klein Shop and the machines are highly visible from many locations in the Texas White House Grounds area.

The typical visitor to Lyndon B. Johnson NHP enjoys activities such as a self-guided tour of the ranch to include the Show Barn, the Texas White House, and its support buildings. Additional events are programmed in the park year-round; however, peak visitation occurs in the spring (March/April) when the wild flowers are in bloom and the park hosts the LBJ 100 Bicycle Tour. The Park averages 100,000 visitors a year.

Services Required

The Lyndon B. Johnson National Historical Park seeks vendor(s) to provide two vending machines, both located together on the Texas White House grounds. Electric service are available and will be included as a part of cost recovery in the Commercial Use Authorization permit (CUA).

The Ranch is locked via a gate at the entrance of the park nightly at 5:30pm. However, the Lyndon B. Johnson National Historical Park is not responsible for the safety of equipment left on site.

Vending machines should blend with the Park landscape. This entails a neutral/earth tone outside to the building, minimal signage and no neon lighting. Park maintenance staff will inspect the assigned vending machine location over the course of the CUA and any damages will be billed to the vendor(s).

CONDITIONS OF THE COMMERCIAL USE AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation.
2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable Park area policies, procedures and regulations. The commercial services described above are to be provided to Park area visitors at reasonable rates and under operating conditions satisfactory to the Park area Superintendent.
3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges,

expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of:

- a. Bodily Injury and Property Damage Limit \$500,000
- b. General Aggregate \$500,000
- c. Product/Completed Operations Limit \$50,000
- d. Per Occurrence \$300,000
- e. Medical Payments \$50,000 per person
- f. Personal Injury & Advertising Injury Limit \$50,000
- g. Fire Damage Legal Liability "per fire" \$50,000

and underwritten by a United States company naming the United States of America (National Park Service, Lyndon B. Johnson National Historical Park, 100 E. Lady Bird Ln, #329, Johnson City, TX 78636) as additional insured. Holder agrees to have on file with the Park copies of the above insurance with the proper endorsements.

5. Additional Insurance Requirements:

- a. The CUA Holder agrees to carry automobile liability insurance for any owned, hired, and non-owned vehicles used by the CUA Holder in connection with carrying out activities and operations under this authorization with a minimum required by state law.
- b. The CUA Holder will ensure that its insurance carriers provide that the Service, solely for its benefit, an unconditional 30 day advance notice of cancellation, non-renewal, or material change in coverage or policy terms for all coverage issues.
- c. The CUA Holder must provide workers compensation coverage to eligible workers as required and described by Texas State Law.
- d. The name on the certificate of insurance must match the CUA Holder's business name, including any names used as a D/b/a ("doing business as")

6. Cost incurred by the Park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the Park, the holder will be billed at the conclusion of the authorization. All checks are made out to: The National Park Service and can be mailed to Atten: Special Use Permits, P.O. Box 329, Johnson City, TX 78636.

7. Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise there from: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

8. This authorization may not be transferred or assigned without the written consent of the Park area Superintendent.
9. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the Park area Superintendent.
10. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.
11. The holder shall not construct any structures, fixtures or improvements in the Park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the Park area superintendent.
12. The holder is to provide the Park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the Park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.
13. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.
14. Additional conditions will be added based on proposal, application and operating plan.

ASSOCIATED FEES

1. Application Fee (non-refundable, due with application) (WAIVED \$100 fee will be charged if selected)\$100

The following fees are due to the Lyndon B. Johnson National Historical Park issuance of the CUA:

Cost recovery fee:

CUA Administration (per year).....	\$300
Trash removal (per year).....	Included
Utilities (per year)	Included
Park Ranger labor involving the vending machine	Included

OPERATING PLAN

A written Operations plan must be approved by the service before the CUA will be issued. A written operating plan is must include but not limited to the following.

Rates

The objective of the Service Rate approval program is to assure that CUA Holder rates are comparable to similar services and facilities provided by the private sector. Rates will be approved or disapproved based on current comparability studies or applicable guidelines:

1. Rates for all goods must have prior written approval by the Service.
2. The CUA Holder must submit requests for rate increase to the Service for approval. Requests for rate approval may require up to four weeks for official Service review and response.
3. The CUA Holder may recommend the selection of comparable businesses.
4. The CUA Holder must provide detailed information necessary to enable the Service to assess rates.
5. The CUA Holder must prominently post all rates for goods and services provided to the public.
6. All signs must be professionally made (e.g., computer generated or made of press-on lettering, but may not be hand-printed).

Operating Dates and Hours of Operation

1. The CUA holder must provide vended beverages and snacks on a year-round basis.
2. The vending machines must be stocked and operational at all times the park is open to the public.
3. The CUA Holder must consistently service the machine (maintenance and restocking) and provide a schedule of when those days and times will be to the Service. It is understood the servicing plan will change based on visitor volume and those adjustments need to be communicated in writing to the Service at least 3 days in advance.

Scope and Quality of Service

The CUA Holder must provide all required services in a consistent, quality manner. The CUA Holder must monitor their operations to assure it meets the quality standards.

1. The CUA Holder must keep all vehicular equipment it uses properly licensed and maintained in a safe operating condition and adhere to all applicable Federal and State requirements.

2. Vending machines and their locations will be easily identified, appropriately illuminated, and of a design and color that complements the aesthetics of the building and surroundings. The Service has designated the appropriate locations. The CUA Holder must keep all machines clean, properly stocked, and in good working condition. Brand information should be visible only when at the machine. The CUA Holder will provide a jar with change and log sheet for park staff to provide refunds and document frequency of refunds. In the event of a malfunctioning vending machine; the CUA Holder will post an out of order sign on the machine as soon as possible and repair or replace such machines within three days. The CUA Holder may not place cigarette vending machines in the area.

3. Required Product Description - The CUA Holder must provide the following items for sale:

- a. Vended Soft drinks
 - i. 12 oz. minimum
 - ii. Recyclable cans or plastic bottles
 - iii. Include bottle water
 - iv. At least one diet and one non-caffeine variety
 - v. Stocked and sold at specified vending locations.
- b. Snacks
 - i. 60% healthy snacks like protein bars, trail mix, nuts, packaged fruit
 - ii. 40% unhealthy snack like candy bars, chips

4. Authorized Product Description

a. At least two weeks prior to opening, the CUA Holder must submit a list describing all products for sale to the Service. After that date, the CUA Holder must submit written requests for additional products prior to any anticipated purchase. In no circumstance will the Service approve the sale of perishable food or beverages that are subject to United States Public Health inspections.

Maintenance Plan

General Maintenance responsibilities are as follows:

1. Maintenance and restocking of machines must take place during the hours of park operations 9:00 AM to 5:00 PM. This time range provides time for the vending machine representative to speak with visitors and/or park staff about the vending services and products provided.

2. The CUA Holder must keep the vending machine area free of litter, debris, and garbage and store refuse in trash receptacles provided by the Service.

3. The CUA Holder will be responsible to pay for repairs or damage to park property caused by the vending machines. Repairs will be made by park staff employees and an invoice will be sent for paying of the labor and materials to repair any damages.

Staffing and Employment

1. Drivers of any CUA Holder-owned vehicles must have a valid Texas operator's license for the size and class of vehicle driven.
2. Employee/Staffing Practices: All employees dealing with the general public must wear a personal nametag identifying them as a CUA Holder employee. Employees must project a neat and clean appearance. Employees will project a hospitable, friendly, helpful, positive attitude.
3. Employees may not smoke at any time while conducting business in the area.

Utilities

1. All utility charges are captured in the flat cost recovery fee of \$300 annually.
2. The CUA Holder will pay the Service for cost recovery prior to signing the CUA.

Lost and Found Policy

1. Lost and found property will be turned over to the Service by handing the item and telling park staff where it was found.

Visitor Comments

The CUA Holder must prominently post the following language at all CUA Holder payment areas:

This service is operated by: _____, a Commercial Use Authorization holder of the National Park Service.

*Please address comments to: Superintendent
Lyndon B. Johnson National Historical Park
P.O. Box 329
Johnson City, TX 78636*

Advertisements/Public Information

The CUA Holder will submit all promotional and printed material to the Service for approval prior to distribution to the public. The CUA Holder will keep all interpretive material and park information current and accurate.

Required Information in Proposal

2. Completed Commercial Use Authorization Application (\$100 fee will be charged if selected). Form can be downloaded at:
 - a. www.nps.gov/lyjo/learn/news/lyndon-b-johnson-request-for-proposal.htm
3. Corporate information & previous experience in operating concessions, financial history (proof of ability to deliver without risk of bankruptcy), customer references
4. Documentation of liability insurance in the amount of \$500,000 or statement of intent to acquire liability insurance. The permit will not be issued without this.
5. Business plan for concessions operation including:
 - a. Number of employees (full time and part time)
 - b. Equipment description and service plan (maintenance and products)
 - c. Written operations plan
 - d. Rate structure for products
6. A digital copy of the RFP can be located at:
 - a. www.nps.gov/lyjo/learn/news/lyndon-b-johnson-request-for-proposal.htm

Submission deadline

October 12, 2018

Submit proposal *in Microsoft Word format* & CUA to:

Susie Corlett
Lyndon B. Johnson National Historical Park
P.O. Box 329
Johnson City, TX 78636

OR VIA EMAIL at susie_corlett@nps.gov

For additional information or clarification, contact Susie Corlett at 830-868-7128 x222.

Basis for award of Commercial Use Authorization

1. Ability to offer best visitor use experience (customer service)
2. Fair rate to park visitor
3. Concessioner previous experience
4. Viability of business plan
5. Environmental and safety standards
6. Operations Plan (how detailed and specific it is)
7. The types of products being offered