

**REQUEST FOR PROPOSALS FOR THE OPERATION OF
THE LOOFF CAROUSEL CONCESSION STAND
RFP # EP06/07-16**

OVERVIEW

The City of East Providence is seeking the services of a Concessionaire to operate the Concession stand located at Crescent Park adjacent to the Historic Loeff Carousel. The Concessionaire will prepare, serve and sell to the public food and beverage items in accordance with the terms and conditions set forth in this Request for Proposals.

The Concession Stand is provided to the Concessionaire in an "as is" condition. Any required repairs, modifications, changes, equipment, additions, etc., to comply with applicable local, state and federal laws, codes, regulations and ordinances will be provided by the vendor prior to the term of this agreement. Upon initiation of this agreement it is the responsibility of the Concessionaire at all times to maintain the facility in accordance with said laws, codes, ordinances and regulations.

The City desires to sell in the Concession food, beverage and miscellaneous items such as, but not limited to, "snack bar" type items, sundry items, clam cakes, clam chowder, hot dogs, hamburgers, pizza, novelties and candy of the best quality approved for sale by the Carousel Commission Director or his designees. The Concessionaire **is not** permitted to sell popcorn. *Popcorn will be sold by the Carousel Commission at a small stand located inside the Loeff Carousel.*

NO ALCOHOLIC BEVERAGES WILL BE ALLOWED FOR SALE

The Carousel Commission Director or his designee may require samples of all food, beverage and miscellaneous items for approval prior to sale in the Facilities.

Adequate inventory levels of all approved food, beverage and miscellaneous items must be kept by the Concessionaire to meet patron demand. If the Concessionaire fails to meet demand due to low inventory levels, the Carousel Commission Director or his designee, will set required inventory levels.

The Concessionaire will provide the City of East Providence a "User Fee" paid monthly and shall be due and payable to the City of East Providence, Carousel Commission, 145 Taunton Avenue, East Providence, RI on or before the tenth day of the calendar month succeeding the month for which such User Fee payment is applicable. The monthly User Fee will be equal to one fifth of the total five (5) month payment that constitutes the User Fee Bid. In the event this agreement is extended one (1) additional year, monthly user fee payments will follow the same schedule in the additional year.

The User fee quote is to be entered on the **REQUEST FOR PROPOSAL** Form enclosed.

The Concessionaire shall obtain, at his own expense, all permits and licenses which may be required by any governmental agency and shall adhere to all applicable laws and ordinances of the City, State of Rhode Island and Federal Government.

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I. GENERAL TERMS AND CONDITIONS

The period of this Agreement shall be for approximately twenty (20) weeks, beginning on Memorial Day weekend 2007, and ending on Columbus Day October 8, 2007. This Agreement may, by mutual assent of the parties, be extended for one (1) additional season beginning on Memorial Day weekend 2008 for approximately twenty (20) weeks and ending on Columbus Day October 13, 2008.

Hours of Operation: *May Saturdays & Sundays*
Noon to 8:00 p.m. until Memorial Day weekend

Memorial Day Weekend - Mid June
Friday - Sunday - Noon to 8:00 p.m.

June 21 - Labor Day Weekend
Thursday - Sunday & Labor Day
Noon to 8:00 p.m.

July 4th celebration days
Tuesday July 3 - Sunday July 8
Noon to 8:00 p.m.

Labor Day - Columbus Day Weekend
Saturday and Sunday Noon to 8:00 p.m.
Columbus Day - Noon to 6:00 p.m.

(The Concessionaire may include additional hours of operation upon approval of the Carousel Commission Director or his designee.)

At the end of the season the Concessionaire will be responsible for a complete and thorough cleanup; repair of all items damaged by the vendor beyond normal wear and tear such as, but not limited to, counters, service windows, shelves, fixtures, walls, ceilings and floors or flooring.

The Concessionaire is to staff the Concession at all times to handle patron demand efficiently as determined by the Carousel Commission Director or his designees.

Concessionaire agrees that in its use of the Facilities the Concessionaire will comply with all present and future valid laws, ordinances and regulations of the Federal Government, State of Rhode Island, County of Providence, City of East Providence and agencies thereof relating to the occupancy or use of the premises (including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention) and that it will not use the Facilities or allow it to be used for any illegal, unsafe or immoral purposes.

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Utility Service

The City will pay for all reasonable amounts of water and electricity used by the Concessionaire as determined by the Carousel Commission Director or his designee, in conjunction with activities required under this Agreement involving this Concession.

Trash Removal

The City will pay for the removal of trash. It is the responsibility of the Concessionaire to place all trash in the appropriate receptacles provided by the City. It is the sole responsibility of the Concessionaire to dispose of all used cooking oils and grease in accordance with applicable ordinances and regulations.

The Concessionaire is responsible to pick up all trash produced as a result of their Concession Operations within at least a seventy-five (75) foot radius from the point of sale for Concessions

Equipment

The vendor will be responsible to provide for two (2) Commercial grade Fryolators. This equipment will remain the property of the vendor.

Inquiries

Direct questions related to this RFP to Mr. Richard Mercier, Chair, Crescent Park Carousel Commission such questions in writing when time permits. E-mail is preferred. Include the RFP number, page, and paragraph number for each question.

If you mail the questions to Mr. Richard Mercier, do not place the RFP number on the outside of the envelope containing questions. Such an envelope may be identified as a sealed proposal and may not be opened until after the official RFP date. If possible, please send all questions by e-mail to Mr. Mercier at carouselclerk@cityofeastprov.com. Questions related to this bid process may be faxed to Mr. Paul J. Airozo, Purchasing Agent at the Division of Purchases, at (401) 435-7726. Offerors must clearly understand that the only official answer or position of the government will be the one stated in writing. For general questions, you may call Mr. Mercier at (401) 435-7518.

Method of Source Selection

The Carousel Commission is using the Competitive Sealed Proposals method of source selection, as authorized by Section 2-243 of the Revised Ordinances of the City of East Providence, for this procurement.

An award, if made, will be made to the responsible offer whose proposal is most advantageous to the Commission, taking into consideration income to the Commission, and the other factors set forth in

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this Request for Proposals. The Commission will not use any other factors or criteria in the evaluation of the proposals received.

The Commission may, as it deems necessary, conduct discussions with responsible Offerors determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Pre-Proposal Conference

A Pre Proposal Conference will be held on Tuesday, May 8, 2007, at 4:30 p. m. at the Crescent Park Carousel Concession Stand on Pawtucket Avenue. The Commission encourages all prospective Offerors to attend. A tour of the facilities and grounds will take place immediately as part of the conference. This conference will be the only pre-proposal meeting and tour offered for the benefit of the proposers. Individual meetings and tours will not be scheduled for alternate dates or times.

Minimum Criteria Used to Determine the "Responsibility" of Each Offeror

A responsible Offeror is one that has the capability in all respects to perform the contract and the integrity and reliability that will assure good faith performance.

The Commission's general criteria for responsibility in this RFP include:

Does the Offeror possess the ability, equipment, capacity, and skill to provide the service?

Can the Offeror take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?

Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?

Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the contractor has not performed a contract of similar size and scope, has it otherwise demonstrated its capability to perform the contract the Commission seeks to establish through this RFP?

Commission's specific criteria for responsibility in this RFP include:

To be considered for award, an operator that submits a Proposal must have not less than three (3) years of experience in successfully operating at least 1 food service venue of at least the same size and scope of the Crescent Park Concession Stand within the past 3 years.

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Projected Timetable

The projected timetable should be used as a working guide for planning purposes. The Department reserves the right to adjust this timetable as required during the course of the RFP process.

Event Date

RFP Issued	Wednesday, May 2, 2007
Pre-Proposal Conference	Tuesday, May 8, 2007, <u>4:30 PM</u>
Proposals Due	<u>Tuesday, May 15, 2007, 2:00 PM</u>
Complete Evaluation of Proposals	Thursday, May 17, 2007
Complete Contract Negotiations/Execute Contract	Monday May 21, 2007 (or sooner)

General Description of Required Performance Outcomes

The Contractor, as a minimum, must achieve and maintain the performance outcomes listed below or performance standards otherwise agreed to by the Commission through a contract resulting from this RFP. Offerors also may propose to achieve additional performance outcomes (beyond those minimally required).

Minimum required outcomes include:

- The Concessionaire shall have appropriate personnel available for the operation of the Concession in order to provide reasonable and adequate service at all times called for by the schedule of hours.
- A smooth transition for a start date no later than May 25, 2007.
- The sale of counterfeit merchandise is prohibited.
- Contractor must follow schedules and instructions provided by the Chairman of the Carousel Commission or his designee.
- Contractor must provide service within the specified times for any work contained in this RFP.
- The Contractor shall maintain the hours of operation as required by the Commission. Unless agreed to otherwise, the hours of operation for the concession stand shall begin at 12:00 noon and end no earlier than 8:00 PM each evening. Hours may change upon mutual agreement in writing. Later hours of operation at night are encouraged if there are still sufficient customers.
- The Contractor must have a representative in charge at all the hours of operation.
- The contractor must operate only during the hours specified by the Commission.
- The contractor agrees to refrain from selling alcoholic beverages.
- Unless approved by the Chairman of the Carousel Commission, equipment and other items owned by or under the control of Contractor must be removed at the close of the season. If approved, such storage shall at all times be in places approved by the Chairman of the Carousel Commission and in compliance with any and all applicable laws and regulations of the City of East Providence and State of Rhode Island.
- The contractor shall fully comply with all laws, rules, and regulations of the State of Rhode Island applicable to food service establishments and retail food establishments. The contractor shall cooperate fully with any inspection required

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by law. Any failure to pass inspection by representatives of the Rhode Island Department of Health, Office of Food Protection shall be cause for termination of that particular vendor; vendor shall have the right to re-inspection within 24 hours of closure. Further, representatives of the Carousel Commission shall be entitled to inspect all areas where concessions are prepared and sold and all storage areas without prior notice during business hours.

- Contractor shall not dispense brochures, pamphlets, or leaflets or like items whether for profit or on a promotional basis, without the advance written approval of the Carousel Commission.
- Contractor shall request and receive approval from the Carousel Commission and the City of East Providence prior to erecting any sign, banner, or poster whether permanent or temporary. Such signs, banners, or posters must be approved as to wording and location.
- Contractor must comply with ALL APPLICABLE laws, rules, regulations, procedures, and other legal requirements, including those related to safety, health, sanitation, fire, and local codes.

Contractor's Personnel Requirements

These include:

- Contractor shall require its employees and agents to wear nametags and dress neatly in uniform when on duty. Any employee or agent of the contractor shall be required to wear a uniform shirt, blouse, or other type of upper body covering at all times while on duty. The wearing of uniform hats or caps is encouraged but not required.
- The operations of Contractor, its employees, invitees, suppliers, agents, and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others and shall not create a disturbance or distraction. All employees and representatives of the contractor must conduct themselves at all times in a courteous manner toward the public.

Contractor Responsibilities

These include:

- Contractor shall maintain at all times the Concession stand area in a clean and safe condition. This must be done at the Contractor's expense, and to the satisfaction of the Chairman of the Carousel Commission.
- Contractor must comply with ALL APPLICABLE laws, rules, regulations, procedures and other legal requirements, including those related to health, safety,

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sanitation, labor, fire safety, zoning, permitting, registration and licensing, whether local, state or federal.

- The contractor must acquire all necessary permits including the Department of Health license to manage concessions before services are implemented. Fees for such permits are the responsibility of the Contractor.
- Contractor must meet all safety regulations as set forth by the United States of America, the State of Rhode Island, and City of East Providence.
- Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Proposer, shall be included in the proposal.
- The Contractor shall serve only high quality foods with adequate portions. All items purchased for the Contractor's operation must come from reliable sources. All foods and other items used in the contractor's operation shall be of the highest quality, wholesome and pure, and shall conform in all respects to federal, state and local food and other laws, orders and regulations.
- Failure on the part of the contractor to correct, modify, or rectify deficiencies promptly upon written notice from the Chairman of the Carousel Commission shall be cause for cancellation of the contract.
- The Contractor shall furnish all material, labor, permits and insurance as required to clean, paint and in general make all its concession stands fully comply with all laws, rules, and regulations of the State of Rhode Island applicable to food service establishments and retail food establishments.
- Contractor shall maintain all equipment in a clean, safe and workable condition. It shall be the responsibility of the contractor to repair any damage deemed caused by its operation or negligence, including any plumbing or sewer line damaged up to the City's sewer line due to cooking waste or other materials used by the contractor. Time is of the essence in having any such repair done, and the repair must be performed to the satisfaction of the Carousel Commission. Trash and grease shall be disposed of only in authorized areas and containers, and absolutely may not be simply dumped on the ground.
- City of East Providence shall have the right but not the responsibility to inspect and approve any equipment used by the Contractor to perform services under this contract. City of East Providence, by this right to inspect, does not assume any responsibility for the operation of the equipment.
- Contractor must, at its own expense, identify, provide and maintain in force any and all federal, state and local licenses and permits for the legal operation of all aspects of the concession stand.

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- Pest Control for the concession stand area will be the responsibility of the Contractor.
- The operations of Contractor, its employees, invitees, suppliers, and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others and shall not create a disturbance or distraction. All employees and representatives of the Contractor must conduct themselves at all times in a courteous manner toward the public.
- The contractor shall post at all concession sales locations a sign with the following information:

Concessions operated by:

Contractor name

Contractor phone number

Contractor address

Such signs shall not be less than 12 inches x 24 inches with letters and numbers of not less than one inch. The signs shall be placed near the front of the concession stand in a conspicuous place so as to be easily read by customers.

- Contractor shall provide a performance bond each year of the contract in at least the amount of any guarantee(s) to the Commission. If approved by the Chairman of the Carousel Commission, in place of a performance bond, contractor may give to the Commission its check for the entire annual guarantee, to be held by the Commission and returned to the contractor when the Contractor pays at least the annual guarantee. Any annual guarantee by the Contractor to the Commission shall be absolute and unconditional.

MISCELLANEOUS TERMS AND CONDITIONS

Not Joint Venture

It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Concessionaire as the agent or representative of the City for any purpose or in any manner whatsoever. Concessionaire is in all respects an independent contractor.

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Courtesy to the Public

In all circumstances the Concessionaire shall exercise, and shall require its employees and agents to exercise, courtesy and consideration in their relations with the public.

Nonliability of City to Concessionaire in Operations

The City shall not be liable to the Concessionaire or to its agents, representatives or employees for any injury to, or death of any of them or of any other person or for any damage to any of the Concessionaire's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of said Facilities, its appurtenances, facilities and equipment, or caused by any third persons using the said Facilities or its appurtenances, facilities or equipment, whether such injury, death or damage is due to negligence or otherwise.

Pricing

The pricing of each food, beverage or miscellaneous item will be determined by the Concessionaire; however pricing must be a "fair market price" for each item and within an acceptable price range for similar items sold at similar types of stands at fairs, carnivals or other area amusement facilities.

Signage

The Concessionaire is to present a sign on the exterior of the concession stand in the form of the menu including pricing, in plain view of all patrons who are standing waiting for service. The sign must clearly indicate the name of the Concessionaire as the operator of the concessions stand.

Restrooms

The Concessionaire will be required to clean the adjacent Mens and Ladies Restrooms after the facilities close sometime after 7:00 p.m. and before they reopen and 12:00 p.m. seven days per week, Monday through Sunday. Actual cleaning times are to be coordinated with the Carousel Commission Director and committed to writing within the first week of the contract.

Storage

The City will provide approximately One Hundred (100) square feet of storage in a storage building adjacent to the concession stand for storage of non-perishable goods such as canned goods, soda, unopened non-perishable boxed goods etc...

Books and Records

Concessionaire shall maintain, at his principal place of business, for a period of no less than three (3) years, cash register tapes or other supporting documentation showing individual sales transactions. The Carousel Commission Director shall have the authority to audit and make transcripts of all sales records.

Reports

Monthly

On or before the tenth (10th) day of each calendar month during the term of this Agreement, Concessionaire shall deliver to the Carousel Commission Director or his designees, respectively, a report certified in writing by an officer of the Concessionaire for correctness, which shows gross receipts from sales applicable to the Concessions on a daily basis.

The report shall include beginning inventories with additions and subtractions thereto, ending inventories, units sold, and dollar price per unit, total dollar amount and volume sold per item.

Yearly

Within ninety (90) days from the end of the Concessionaire's season (*Columbus Day*) during the term of this Agreement, the Concessionaire shall deliver annually to the Carousel Commission Director or their designees, respectively, a certified statement prepared by an Certified Public Accountant acceptable to the City, which shows gross receipts from sales applicable to the Concession for the preceding Concessionaire's fiscal year.

Finality of Reports

Unless intent to audit shall be served by the City on the Concessionaire within three (3) years after the receipt of any statement submitted by the Concessionaire as herein provided, such statement shall be deemed final and binding upon the parties.