



REQUEST FOR PROPOSALS

Date: October 8, 2015
To: Interested Retail and/or Food Vendors
From: City of Burlington Department of Parks, Recreation & Waterfront
Re: Pop-Up Retail at the New Waterfront Skate Park

1. Introduction

The City of Burlington Department of Parks, Recreation & Waterfront (“the City”) is hereby requesting proposals for retail pop-up or satellite retail cart located at the Burlington Waterfront Skate Park. The goal is to provide a variety of services including assisting with events & programs, daily up keep of the park, and skateboard retail items and maintenance. The selected responder(s) will be issued a one (1) season concession agreement, reflecting the terms of this Request For Proposals (“RFP”) and other mutually agreed upon terms reflected in a Concession Agreement to be executed after the selection process is complete.

2. Scope

Waterfront Skate Park (end of Lake Street) is the general location to be served and specific areas for vending within the Skate Park will be determined and designated after the selection process is completed. Responders should assume that hardscape areas within the park will be required and that vending on turf will not be allowed.

Selected vendors are encouraged to be present at the Skate Park on Saturdays and Sundays through the operating season, Memorial Day Weekend through Labor Day Weekend. Minimum hours of operation shall be from 12PM -6PM, weather permitting. Vendors are prohibited from the park past 9PM, when the park is closed. Optional extra days and hours are encouraged and can be discussed for approval by the City.

3. Concession Information

Vending carts and/or trucks must be fully self-sufficient and, if vending food or beverage, approved by the Health Department. Need for power and potable water should be detailed in the proposal, access is limited. No other equipment is available or will be provided by the City for cooking or washing or any other purpose.

Note - Vendors may not sell any glass bottled items or alcoholic beverages. All sales shall be made from within the designated concession areas. The chosen responders may not use Styrofoam, which is prohibited.



4. Proposal Evaluation

The Department will evaluate experience in vending, clarity of proposal/skills, expertise in Skate park programming/culture, knowledge of concessions, and completeness of proposal will be through a competitive review & selection process.

5. Proposal Requirements

Responders shall provide the following information:

- Business name and address, including telephone number and email contact.
- Year established, including former business name and year established if applicable.
- Type of business ownership, and name and location of parent company and subsidiaries, if any.
- A paragraph outlining the description of the specific skills and services the responder is offering, and a description of general qualifications including past or similar experience providing food and beverage concessions.
- A proposed retail line including menu for any food vending.
- A photograph or to-scale drawing of the proposed vending cart or facilities.

6. Term of Agreement

Subject to possible earlier termination as provided herein, the concession agreement shall be for a one (1) summer season, beginning Memorial Day Weekend 2016 and ending Labor Day Weekend, 2016. The chosen applicant will be eligible for a renewal at the end of the one year agreement for a term of up to five (5) years with approval from the City.

In consideration for the use of City property the vendor agrees to pay the City five percent (5%) of gross receipts during the term of this agreement and permit on or before October 15, 2016.

7. Terms and Conditions

All facts and opinions stated within this RFP are based on currently available information and additional information may be made available via written addenda throughout the process. No representation or warranty is made with respect thereto.

Responders to this RFP shall be responsible for the accuracy of the information they provide to the City. The City reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional RFP's, and to either substantially modify or terminate the proposed concession at any time prior to final execution of a concession agreement.

The City shall not be responsible for any costs incurred by the respondent(s) in preparing, submitting, or presenting its response to the RFP or to the interview process. Nothing contained herein shall require the City to enter into exclusive negotiations and the City reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.



The City reserves the right to request clarification of information submitted and to request additional information from any respondent. The City may not accept any submittal after the time and date specified on the RFP. In the interest of a fair and equitable process, the City retains the sole responsibility to determine the timing, arrangement and method of proposal presentations throughout the selection process.

If negotiations are not completed with the top ranked respondent, negotiations may proceed with the next most qualified. Upon selection of a qualified respondent through the RFP process, the City shall enter into a contract for services (based on an approved scope of services and budget) with the selected respondent on terms and conditions acceptable to the City. Until execution of a contract, the City reserves the right to cease negotiations and to start the RFP process again.

All submittals will become the property of the City and will become public documents subject to public disclosure with limited exceptions. Qualifications submitted under the RFP process shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public.

The City of Burlington encourages submittals from firms that demonstrate a commitment to equal employment opportunity. Minority and women owned businesses are encouraged to apply.

8. Termination of Concession

Upon termination of the agreement, the chosen concessionaire(s) shall restore the areas to their original state in which they were received.

9. Insurance

Responders to this RFP shall be responsible for verifying and confirming in writing that have and will maintain the following insurance during the term of the concession period:

General Liability & Property Damage:

(a) With respect to all operations performed by the respondent, agents or workers, it is the respondent's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors' Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Contractual Liability
6. Broad Form Property Damage
7. Medical Expenses
8. Collapse, Underground and Explosion Hazards

(b) The policy shall be on an occurrence form with limits not less than:



1.	General Aggregate:	\$2,000,000
2.	Products-Completed/Operations Aggregate:	\$2,000,000
3.	Personal & Advertising Injury:	\$1,000,000
4.	Each:	\$1,000,000
5.	Fire Damage (any one fire):	\$250,000
6.	Med. Expense (any one person):	\$5,000

Workers Compensation

With respect to all operations performed, the Consultant shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors and sub-consultants carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit, \$500,000 each employee

13. Statutory & Other Requirements

This project will require compliance with all applicable federal, state and local rules and regulations including:

Civil Rights & Equal Employment Opportunity

Respondents shall not discriminate on the basis of race, color, national origin, sex, physical disability, sexual orientation, or veteran status in the award and performance of assisted contracts.

Respondents are advised that contracts in excess of \$15,000 are subject to the Disadvantaged Business Enterprises Procurement requirements, and the Livable Wage Ordinance. Contracts in excess of \$50,000.00 are, in addition, subject to the requirements of the Women in Trades Program Compliance guidelines.

14. Public Records Policy

Due regard will be given for the protection of proprietary information contained in all proposals received; however, respondents should be aware that all materials associated with this RFP are subject to the terms of the Vermont Access to Public Records Act (1.V.S.A. Ch. 5, Subchapter 3) and all rules, regulations and interpretations resulting there from.

Deadline for receipt of responses to this RFP is December 15 by 4:30pm. Proposals can be sent to Parks, Recreation & Waterfront via jputzier@burlingtonvt.gov or delivered or mailed to 645 Pine Street, Suite B, Burlington, VT 05401.