
REQUEST FOR PROPOSALS

Date: April 17, 2015
To: Interested Food Vendors
From: City of Burlington Department of Parks, Recreation & Waterfront
Re: Food Vending at City Hall Park

1. Introduction

The City of Burlington Department of Parks and Recreation (“the City”) is hereby requesting proposals for food and beverage concessions in City Hall Park. The selected responder(s) will be issued a 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

City Hall Park is the general location to be served and specific areas for vending within City Hall 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 without additional approval.

Additional approval will also be required to vend in the park on Saturdays between 8am and 2pm unless already vending as part of the Farmer’s Market.

3. Concession Information

Operations must be fully self-sufficient and approved by the Health Department. Chosen vendors shall have the right to use the City Hall bathroom facilities for staff use; however there are limited locations for water and power. No other equipment is available or will be provided by the City for cooking or washing or any other purpose.

Vendors looking to sell any glass bottled items or alcoholic beverages will need to specifically reference this in the application and provide suitable plans for management pursuant to Department of Liquor Control and City of Burlington regulations concerning the sale of alcohol. 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, knowledge of concessions, compensation and completeness of proposal will be through a competitive review & selection process.

A selection committee made up of representatives from the Department of Parks, Recreation & Waterfront, and other City officials as well as the Parks Commission will evaluate each proposal in response to this RFP.



Evaluation criteria will include, but are not be limited to:

- The responder's experience in the food and beverage concession business
- The responder's ability to provide services within preferred times
- The responder's ability to provide quality, healthy, and local food options
- The responder's possible multi-season appeal
- The responder's offer to compensate the City
- The responder's vending cart or structure's aesthetic appeal and scale

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 menu and pricing proposal.
- A photograph or to-scale drawing of the proposed vending cart or facilities.
- Proposed terms including dates of operation and compensation to the City in the form of a percentage of gross receipts.

6. Term of Agreement

Subject to possible earlier termination as provided herein, the concession agreement shall at minimum begin Memorial Day Weekend 2015 and ending Labor Day Weekend, 2015.

In consideration for the use of City property the vendor agrees to pay the City a proposed percentage of gross receipts during the term of this agreement.

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 concession agreement, the chosen concessionaire(s) shall restore the vending 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 May 7, 2015 at 4:00PM.
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.**