

**REQUEST FOR PROPOSALS**

**FOR**

**APPROVED CATERERS' SERVICES**

**FOR**

**JEWEL BOX,  
WORLD'S FAIR PAVILION  
AND CABANNE HOUSE**

**IN FOREST PARK**

**FOR THE CITY OF ST. LOUIS**

ISSUED BY THE DEPARTMENT OF PARKS, RECREATION & FORESTRY

Request for Proposals for Approved Caterers' Services for  
Jewel Box, World's Fair Pavilion and Cabanne House in Forest Park  
for the City of St. Louis

## **Background and Capacity**

The City of St. Louis (the “City”) adopted a Master Plan for its largest park, Forest Park, in 1995. The City, in partnership with Forest Park Forever, Inc., a not-for-profit corporation, has undertaken several major capital improvement projects in Forest Park.

The Jewel Box re-opened in January 2003 after a \$3.5 million renovation. The renovations included improvements to the interior and floral display area, replacement of mechanical systems, installation of air conditioning, and the addition of a catering preparation room.

The World’s Fair Pavilion is an open-air shelter that was built in 1909 with the proceeds from the 1904 World’s Fair. In 1998, a \$1.1 million renovation was completed on the pavilion.

The Cabanne House is situated in a wooded site near the Union and Lindell entrance into Forest Park. In 2006 numerous designers and contractors renovated this Victorian style home through the Saint Louis Symphony Volunteer Association Showcase House program.

The Jewel Box contains the following space and seating for guests:

- Main hall (7,500 square feet with a potential capacity of 160 seated or 250 standing)
- Bridal room
- Catering preparation room (not a kitchen)
- Bathrooms
- Outdoor area for tented events
- Tables and chairs (described in Exhibit 1A)
- Electric power specifications provided in appendix

The World's Fair Pavilion contains the following space for guests:

- Main pavilion (5,560 square feet)
- North patio (5,280 square feet)
- South patio (5,280 square feet)
- Capacity for seated event is 400, with a dance floor
- Catering preparation room (not a kitchen)
- Bathrooms
- Outdoor area for tented events
- Temporary walls to enclose the pavilion are available for lease from private rental company
- Electric power specifications provided in appendix

The Cabanne House contains the following space for guests:

- First floor (1,123 square feet)
- Second floor (893 square feet)
- Capacity for seated event is 50, cocktail reception capacity is 100
- Kitchen area containing 2 dishwashers, refrigerator and microwave
- Indoor Bathrooms (additional outdoor facilities may be rented)
- Outdoor area for tented events 20' x 40' tent provided (additional tenting may be rented)
- Décor includes 14 foot ceilings, tall windows, and decorative mantels
- Tables and chairs
- Electric power specifications provided in appendix

Since the Jewel Box, World's Fair Pavilion and the Cabanne House have been renovated, the venues have been increasingly popular as sites for catered events. The City of St. Louis seeks to contract with several (3-5) approved caterers to provide a range of choices for guests at these venues, while also preserving the historic structures and providing a revenue stream for the ongoing maintenance of Forest Park. The City hereby requests proposals for such services, as provided herein and in the attached Information for Proposers.

A tour of the facilities will be held on **April 17, 2012 at 10:00am**. The tour will begin at the Jewel Box in Forest Park. The tour is optional.

In the following Request for Proposals, “City” means the City of St. Louis, “Approved Caterer” means the entity or entities contracted with to provide catering services, “Catering Area” means the Jewel Box, World’s Fair Pavilion, Cabanne House and adjacent areas in Forest Park (see site plan in Appendix), and “Director” means the City’s Director of Parks, Recreation and Forestry. The Catering Area could later be expanded to include other areas within the Park as designated by the Park Director.

1. The City intends to select several (3-5) Approved Caterers to provide food and beverage (including alcoholic beverage) catering service in the Catering Area.

2. The City plans to select the best qualified proposing caterers as follows:

The criteria for selection of the best qualified caterer or caterers include the following, listed in no particular order:

- Suitability of the proposed menu for the locations in Forest Park
- Experience and qualifications of proposed caterer
- Financial strength of proposed caterer
- Quality of menu and services offered by caterer
- Proposed percentage payment to the City
- Proposed timeframe for beginning operation
- References

In selecting the Approved Caterers, the following will be taken into consideration: ability, capacity or skill of the caterer to perform the contract or provide the service required; whether the caterer can perform the contract or provide the services promptly or within the time specified; the character, integrity, reputation, judgement, experience and efficiency of the caterer; the quality of performance of previous contracts or services; the sufficiency of the financial resources and ability of the caterer to perform the contract or provide the service; the quality, availability and adaptability of the supplies and equipment necessary to perform the contract.

A selection committee consisting of members appointed by the Mayor, Comptroller, and President of the Board of Aldermen and the Director of the Department of Parks, Recreation & Forestry ("PR&F") will select Approved Caterers. Contracts are subject to approval as to form by the City Counselor's office and final approval by the Board of Estimate and Apportionment.

If any prospective caterer is in doubt as to the meaning of any part of the Request for Proposals, Information for Proposers or the attachments, the caterer may by Monday, **April 23, 2012** submit to Gary Bess, Director of P R & F (the "P R & F Director"), 5600 Clayton Avenue in Forest Park, St. Louis, MO 63110, a written request for an interpretation. A written response will be issued by Friday, **April 27, 2012** and will be available on file at the office of PR&F.

The City reserves the right to reject any or all proposals in whole or part with or without cause; to request modification of proposals in specified respects; to advertise for new proposals; to waive minor irregularities and formalities; or to proceed to have services performed otherwise. The City also reserves the right to establish a "cure" period, in the event that all qualified proposers have not submitted the required information, for the purpose of obtaining complete proposals. The submission of any proposal **shall not** in any way commit the City to enter into a contract with that proposer or any other proposer. After the selection of Approved Caterers, the City and such caterers will endeavor to finalize a contract. If a mutually satisfactory contract is not arrived at within a reasonable period as determined by the Director, in his sole discretion, the City reserves the right to terminate the selection process with that proposer and proceed to contract discussion with another caterer or caterers, or terminate the process altogether. This list of the City's rights is not all-inclusive.

The final form of the contract will be subject to approval by the City Counselor's office. Tax-exempt bonds have been issued for the improvement of areas of Forest Park, and the contract may be reviewed prior to finalization by bond and/or tax counsel to assure that the proposed contract does not adversely affect the tax-exempt status of the bonds. The City reserves the right to request changes to proposals and to the form of the contract to avoid any such adverse effect.

The fees payable by Approved Caterers should be comprised of i) a one-time \$1,500 payment, plus ii) a minimum of 8% of gross revenues of all food and beverages, including alcohol, revenues. Caterers may offer a higher percentage than the required 8%. Although the percentage offer will be considered in the overall selection process, it will **not** be the determining factor. The \$1,500 shall be payable on the date the contract commences. Percentage of gross revenues will be payable on a monthly basis, or a less frequent payment schedule to be determined by the City.

Approved Caterers will pay a security deposit of \$1,000 at the commencement of the contract. Approved Caterers are required to maintain a security deposit of \$1,000 throughout the term of the contract.

### **Other Provisions**

“Information for Proposers,” in the form attached as Exhibit A, is approved and incorporated herein by this reference.

The City Counselor’s office shall prepare a form of contract for Approved Caterers consistent with and incorporating the Request for Proposals and the Information for Proposers.

1. Only Approved Caterers will be permitted to provide food and beverage service in the Catering Area. The City intends to designate not more than five Approved Caterers. The Director reserves the right to waive the foregoing exclusive catering requirement in the event that “ethnic” or “Kosher” foods cannot be provided by one of the five approved caterers or for good reason as determined in the Director’s sole discretion.

2. Approved Caterers or their customers may confirm dates for use of the Catering Area by contacting the City’s designated scheduling/booking manager. The City may also use an electronic scheduling database to allow Approved Caterers immediate confirmation of available time slots. When Approved Caterers reserve dates, they must indicate to the City the name of the customer.

3. To reserve the Catering Area, Approved Caterers or their customers must pay to the City the space rental fees and other charges for the Catering Areas, per the terms of the Conditions of Use for the Catering Areas.

4. The City will issue a permit to the Approved Caterer or customer for each time slot booked. The City reserves the right to refuse to issue a permit, but will not do so unreasonably.

5. Each permit will designate the time when the Approved Caterer or customer is authorized to use the Catering Area. Approved Caterers or customers that do not vacate the Catering Area when the permit expires may be subject to financial penalties, including but not limited to a fine of \$500 and forfeiture of security deposit. The City is not responsible for items left on premises by Caterer or general public.

6 The Catering Area will be available to Approved Caterers as designated by the Parks Department, as follows in paragraphs 7, 8, 9 and 10. The City reserves the right to amend these times.

7. The Jewel Box is open to the public and not available for private events during the following hours: Sunday through Friday, 9:00 AM – 4:00 PM, and Saturdays, 9:00-11:00 AM. Catered luncheons are allowed during the hours of 11:30 A.M. to 2:00 P.M.

8. The World's Fair Pavilion is not available for private events during the following hours: Midnight through 7:00 A.M.

9. The Cabanne House is not available for private events during the following hours: Midnight through 8:00 A.M.

10. The City, through the Director, reserves the right to use the Catering Areas for special events up to four (4) times per year per venue, subject to prior booked events. In addition to the four events, the World's Fair Pavilion will be closed to private events for the Balloon Race weekend (the third weekend in September) and Forest Park Forever Women's' Luncheon (one weekday in May or June). In addition to the four events, the Jewel Box will be closed to private events Easter weekend, Mother's Day weekend and the Balloon Race weekend. In addition to the four events, the Cabanne House will be closed to private events Balloon Race weekend (the

third weekend in September). Weekends begin at the close of business on the last working day of the week and end at the open of business on the first working day of the following week. The City reserves the right to change declared dates on 30 days notice to Approved Caterers, subject to prior booked events.

11. Approved Caterers shall be responsible for returning Catering Areas to the City in the same condition as when Approved Caterer occupied the Catering Area. City shall have the right to conduct inspections of the Catering Area at any time to determine whether Approved Caterers have preserved the maintenance and cleanliness of the Catering Area.

12. The City will inspect the Catering Area at the beginning and end of an event (inspection checklists provided in Exhibits 1A and 1B). Any cleaning and maintenance costs identified on the checklist will be deducted from the Approved Caterer's security deposit. Each approved Caterer is required to maintain a security deposit balance of \$1,000 and to pay any cleaning and maintenance costs that exceed the security deposit balance.

13. The Director shall have the right to assign Park Ranger staff to the Catering Area for such periods as he/she believes appropriate in case of special events or for crime deterrence. The Director may, at his/her discretion, require Approved Caterers to hire licensed uniformed officers or make other security arrangements as he determines necessary. Events held at Catering Area are subject to any additional permits and permit fees required, such as health, liquor, fireworks and any special conditions deemed necessary to insure the safety and convenience of participants, such as portable toilets. Such determination shall be made during the permit process.

14. The Approved Caterer shall employ and maintain sufficient help to properly and adequately serve the public at all times.

15. The Approved Caterer shall keep the Catering Area free of litter, trash and debris at all times during the permit period. All litter, trash, debris and refuse shall be removed from Forest Park in suitable containers by the Approved Caterer. Approved Caterer agrees to clean facility, return all equipment to storage (if provided by City) and remove all equipment at close

of the event. Sinks and drains must be cleaned. Driveways must be kept open at all times in case emergency vehicles need access.

16. The Approved Caterers shall require that their employees wear uniform work clothing with Approved Caterer's identification thereon. Work clothing shall be subject to the prior written approval of the Director and shall be kept neat and presentable at all times.

17. The City reserves the right to require the Approved Caterer to remove any employee from working in the public park who, in the opinion of the Director, is incompetent or disorderly.

18. The Approved Caterer shall dispense all food and beverages in or on suitable containers or plates.

19. The Approved Caterer shall not install any permanent vending machines, appliances, music boxes, mechanical games, radios, televisions, picture machines, video games or other similar equipment or any advertising matter anywhere in the Catering Area without the prior written consent of the Director.

20. Approved Caterer may, with the prior written consent of the Director, establish, reduce or increase any of its charges or fees at its discretion. Each Approved Caterer shall throughout the term of its contract maintain on file with the Director a current schedule of all such charges and fees and shall submit to the Director a proposed revised schedule of charges and fees not less than ten (10) days prior to the proposed effective date of such schedule.

21. Approved Caterers shall be solely responsible for the cost of all supplies and consumable items sold at or through the food and beverage operation. The City will provide supplies at the Catering area, including but not limited to replacement light bulbs and tubes, and supplies used or necessary for restrooms, including, but not limited to, toilet paper, soap and towels, which the Approved Caterer will be responsible for replenishing during and after an event.

22. Approved Caterers shall not discriminate in any manner in providing the services herein contemplated, in admissions to the Catering facilities or in any of its operations against qualified individuals with disabilities or against any person on the basis of race, color, age,

sexual orientation, religion, national origin, or sex. Approved Caterer shall comply with all applicable provisions of any City Executive Order or ordinance relating to MBE/WBE participation and related matters and shall set forth in its proposal its proposed compliance measures.

23. The Approved Caterer is expected to provide all necessary equipment, labor, staff and incidentals necessary to successfully operate a catering business. The Approved Caterer may rent these or any other necessary items, subject to the approval of the Director, which will not be unreasonably withheld.

24. The Jewel Box and the Cabanne House are furnished with tables and chairs as described in the Appendix. The use of these items is included in the space rental price. The Approved Caterer is responsible for setup and removal of tables and chairs. These items must be returned to the City in the same condition as when the Approved Caterer occupied the space.

25. The City reserves the right to provide for lease, at an additional charge to the Approved Caterer, supplies or equipment other than what is included with the Catering Area. The Approved Caterer will not be required to lease any equipment from the City. Items available for lease by the City are listed in the Appendix.

26. By 5:00 PM on the third business day of each month, Approved Caterers will submit to the City copies of the final contract and the final invoice for each event held at the Catering Area within the previous calendar month. The contract and invoice shall serve as documentation to support the percentage of gross revenues submitted as payment to the City, which payment shall be submitted with the documentation. The City reserves the right to conduct additional audit procedures on Approved Caterers.

27. At all times during the term of the contract, the Approved Caterer shall:

- Maintain at no expense to the City all required State, City and other permits and licenses, including business license, restaurant and liquor license, and any health related permits or licenses.

- Maintain an "A" rating from the Health Department and comply with all applicable City Ordinances. If the rating falls below this, the contractor has 10 days to remedy all citations, unless so directed by the Health Department.
- Maintain Worker's Compensation, Comprehensive Liability and Property Damage Insurance in appropriate amounts, including liquor liability, naming the City as additional insured, as approved by the Comptroller's and City Counselor's offices.

Approved Caterer must provide evidence of above items upon request and shall file insurance certificate with the City Comptroller's office.

28. Each Approved Caterer's Contract shall provide that the Approved Caterer, and its contractors and agents, shall indemnify and hold harmless the City, and all its departments, boards, officers, agents, and employees from all suits, actions, loss, expense, or claims of any kind whatsoever, including reasonable attorneys' fees or expenses, arising out of or relating in any way to the Contract, and to the Approved Caterer's, its contractors and its agents use or occupancy of the Concession Area and all activities thereon, including but not limited to food and beverage preparation, service and consumption, whether or not covered by insurance (collectively, "Losses"). Each Approved Caterer shall, at the City's option, defend the City, at the Approved Caterer's sole expense, against any such Losses. This provision applies to, but is not limited to, suits, actions, loss, expense or claims of the Approved Caterer's, its contractors, and agents', customers or suppliers.

29. Each prospective caterer shall familiarize itself with the requirements of Ch. 6.20 of the City Code, pertaining to "service contracts." Each Approved Caterer's Contract shall contain provisions concerning the requirements of that City Code Chapter.

30. The City, acting through the Director of Parks, Recreation and Forestry, reserves the right to at any time, for cause, terminate the contract of an Approved Caterer.

# **EXHIBIT A**

## **Information for Proposers**

### **Selection of Approved Caterers in the Public Parks of the City of St. Louis**

**for**

**Selection of Approved Caterers to provide food and beverage service at the Jewel Box,  
World's Fair Pavilion and the Cabanne House in Forest Park.**

#### **Contract to Terminate:**

Three years (June 30, 2015)

#### **Contract to Commence:**

Approximately July 1, 2012

## 1. **Background**

The Jewel Box contains the following space and seating for guests:

- Main hall (7,500 square feet with a potential capacity of 160 seated or 250 standing)
- Bridal room
- Catering preparation room (not a kitchen)
- Bathrooms
- Outdoor area for tented events
- Tables and chairs (described in appendix)
- Electric power specifications provided in appendix

The World's Fair Pavilion contains the following space for guests:

- Main pavilion (5,560 square feet)
- North patio (5,280 square feet)
- South patio (5,280 square feet)
- Capacity for seated event is 400, with dance floor
- Catering preparation room (not a kitchen)
- Bathrooms
- Outdoor area for tented events
- Temporary walls to enclose the pavilion are available for lease from private company
- Electric power specifications provided in appendix

The Cabanne House contains the following space for guests:

- First floor (1,123 square feet)
- Second floor (893 square feet)
- Capacity for seated event is 50, cocktail reception capacity is 100
- Kitchen area containing 2 dishwashers, refrigerator and microwave
- Indoor Bathrooms (additional outdoor facilities may be rented)
- Outdoor area for tented events 20' x 40' tent provided (additional tenting may be rented)
- Décor includes 14 foot ceilings, tall windows, and decorative mantels
- Tables and chairs
- Electric power specifications provided in appendix

## 2. **Objectives**

Since the Jewel Box and World's Fair Pavilion have been renovated, the venues have been increasingly popular as sites for catered events. The City of St. Louis seeks to contract with several (3 – 5) approved caterers to provide a range of choices for guests at these venues, while also preserving the historic structures and providing a revenue stream for the ongoing maintenance of Forest Park.

Reception booking history as of December 31, 2011 at the Jewel Box, World's Fair Pavilion and number of events at Cabanne House is shown below:

	Number of Events Booked
Jewel Box	
2010	33
2011	30
World's Fair Pavilion	
2010	81
2011	76
Cabanne House	
2011	46

**3. Proposals Solicited**

The City is requesting proposals from experienced caterers to be designated as Approved Caterers for the Jewel Box, World's Fair Pavilion and Cabanne House.

**4. Due Date of Response**

Written **sealed** qualifications will be received until **5:00p.m.**, St. Louis time **May 8, 2012**. All responses shall be addressed and delivered to:

Mr. Gary D. Bess  
 Director  
 Department of Parks, Recreation and Forestry  
 5600 Clayton Avenue  
 St. Louis, MO 63110

**Seven (7) copies of the qualifications (an original and six copies) must be submitted. Responses received after the due date and time, or not at the designated office, will not be considered.**

**5. Term of the Contract**

The successful Approved Caterers will be required to begin taking bookings on or about July 1, 2012 commence operations on or about July 1, 2012 until June 30, 2015, unless earlier terminated pursuant to the contract. The contract will provide that the City shall have the option to terminate the contract upon ninety days notice without cause and immediately for cause.

The City notifies all persons booking events at the Jewel Box, World's Fair Pavilion and Cabanne House that Approved Caterers are required for events booked.

## 6. **Qualifications**

Qualifications should contain the following information:

- Information concerning the legal entity making the proposal:

If a corporation, the name, state of incorporation, identity and addresses of directors and offices, and a certificate of qualification to do business in Missouri, if not a Missouri corporation. If the corporation is a subsidiary, affiliate division, or in any way controlled by another corporation, explain the relationship(s). If the corporation is not publicly traded, identify all shareholders.

If a partnership, the nature of the partnership, state in which registered and/or organized, names and addresses of all partners, names of general partners.

If other, information indicating names and addresses of all persons involved, nature of the proposing entity and if controlled by another entity, the nature of the relationship(s).

- Information regarding caterer's prior experience in food service operations.
- Statement of financial position for the most current three (3) years, including recent financial statements for prior operations.
- Proposed percentage payment to the City.
- Proposed menu selection (including an initial list of food beverages and related items to be sold) and pricing.
- List of references.
- Biographies of principals, officers and partners/shareholders.
- Description of legal actions filed for or against the caterer within the last three years, including bankruptcy filings.
- Estimated time from award of caterer that would be required to begin operations.
- Proposed MBE/WBE compliance measures.
- Proposed marketing plan for rental of the "City" facilities

7. **Rules and Regulations, Form of Contract**

Material information concerning the requirements and terms for operation of the catering areas are contained in the Request for Proposals for Approved Caterers' Services and in the Information for Proposers. Prospective proposers should carefully examine these documents.

8. **Non-Discrimination Policy**

The City is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, age, physical handicap, national origin or sexual orientation. Any person entering into any agreement with the City, and their agents shall not discriminate on the basis of race, color, religion, sex, age, physical handicap, national origin, or sexual orientation, nor shall they exclude from participation in, deny benefits of, or subject any person to discrimination under, any program or activity made possible or resulting from any agreement with the City.

Minority/Women's Business Enterprise Obligation: Approved Caterers will be expected to take all reasonable steps necessary to ensure that Minority and Women's Business Enterprises (M/WBEs) as certified with the City of St. Louis as defined in Mayor's Executive Order #28 have a maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with City of St. Louis funds under this contract agreement, and to agree to comply with all applicable provisions of Executive Orders and ordinances relating to such matters.. All Proposers shall set forth in the Proposal the proposed compliance measures. The Approved Caterers shall not discriminate on the basis of race, religion, color, national origin, sex, and sexual orientation of physical handicap in award and performance of contracts financed in whole or part by the City of St. Louis.

Completion of Appendix 1, attached, attesting to project goal regarding percentage of MBE/WBE is required.

9. **Unauthorized Alien Employees**

As a condition for the award of this contract, Contractor, shall, pursuant to the provisions of Sections 285.530 through 285.555 of the Revised Statutes of Missouri 2000, as amended, by **sworn affidavit** (attached hereto as Appendix 2) **and provision of documentation**, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Contractor shall also sign an affidavit (attached hereto as Appendix 2) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the above-stated Statutes.

10. **Property of the City**

All proposals shall become the property of the City, upon receipt, which shall have the right to use or dispose in any way selected, without payment or liability of any kind.

## 11. **Investigation of Conditions**

Proposers are directed to inspect the site and investigate all conditions involved in the services to be performed, to carefully read the Request for Proposals and Information for Proposers and to inform themselves fully of the conditions stipulated therein. No allowance will be made to Approved Caterers for any conditions on which he has failed to inform himself prior to the contract. The submission of a proposal will be construed by the City to mean that the proposer has made such examination and investigations and agrees to fulfill the requirements of the contract in full accordance with the Request for Proposals and Information for Proposers and that he is entirely familiar with and thoroughly understands all such requirements.