# RFP
## REQUEST FOR PROPOSALS

## CONCESSION STAND

## FRANCIS PARK, CITY OF ST. LOUIS, MISSOURI

### Introduction

The City of St. Louis Department of Parks, Recreation & Forestry (PR&F) invites all qualified persons and firms to submit seven copies of their statement of qualifications and their proposal to enter into a concession agreement to operate the Concession Stand at Francis Park. The term of the concession contract would be for a one (1) year period with the option of four (4) additional one year periods.

### Background

PR&F, would like to provide a Concession Stand for visitors to Francis Park to enjoy the amenities in Francis Park.

A plan of the concession stand is attached to this document and "Exhibit A."

### Objectives

PR&F envisions a concession stand for the visitors to Francis Park. The facility will provide snacks, light beverages, and other park recreational items, e.g., tennis balls, frizbees, during at least six months of the year.

PR&F is requesting proposals from qualified and experienced operators for the operation of this facility.

### Operating Hours

- The facilities must at least operate from April through September.
- Potential operating hours are envisioned to be 10AM – 10:00 P.M. Specific hours of operation may be decided by the concessionaire, subject to PR&F approval, provided that the facility is in operation for a minimum reasonable time period each day.

### Operating Agreement

PR&F intends to enter into a concession agreement whereby the concessionaire would operate the Concession Stand and pay the PR&F a monthly concession fee, in addition to base rent, subject to the following parameters.

- The concession fee will be no less than $250.00 per month.

### Operating Costs

- The concessionaire(s) will be responsible for all operating costs for the concession stand
- Operating costs are envisioned to include but not be limited to utilities, cleaning, painting, routine repairs and maintenance, trash removal, and maintenance.
- Operating costs do not include capital maintenance of the building, including replacement of plumbing, roof and exterior.

**Furniture, Fixtures and Equipment (FF&E)**

The concessionaire for the concession stand will be expected to provide:

- Coolers, snack stands, etc.
- Tenant improvements, including interior painting and decorating.
- Merchandise inventory
- Promotional signage
- Electrical, plumbing, and other alterations to the facility to accommodate operations

All FF&E and tenant improvements will remain the property of the concessionaire throughout and after the concession term. Maintenance and replacement will be the responsibility of the concessionaire.

**Other Requirements of the Concessionaire(s)**

The concessionaire for the concession stand will be expected to:

- Maintain all required permits and licenses, including business license.
- Maintain an "A" rating from the Health Department and comply with other 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 Property Insurance in the amount of $1 Million.
- Maintain General Liability Insurance in the amount of $3Million.
- Provide monthly financials including gross revenues and expenditures
- Provide an annual independent financial audit in compliance with City of St. Louis Office of the Comptroller.

**Qualifications and Proposal**

The proposal should contain the following:

- Information regarding concessionaire's prior experience
- Statement of financial position, including recent financial statements for prior operations.
- Proposed concept, menu selection, pricing, hours of operation, number of patrons served for snack bar.
- Proposed minimum revenue thresholds and revenue targets for first year of operation.
- Proposed monthly rent, which in no event shall be less than $250.00 per month, to be paid to PR&F.
- List of references
- Biographies of proposed concessionaire's principals, officers and partners/shareholders.
- Description of legal actions filed for or against the proposed concessionaire within the last three years, including bankruptcy filings.
- Estimated time from award of concession that would be required to open concession stand

**Selection Criteria**

The criteria for selection of the potential successful candidate for this proposed contract include, but are not limited to the following:

- Experience and qualifications of proposed concessionaire
- Financial strength of proposed concessionaire
- Quality and revenue potential of proposed concession stand
- Ability to offer variety of snacks across a range of price levels
- Proposed timeframe for beginning operation
- References

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**Background Check**

PR&F reserves the right to perform due diligence on bidders, including but not limited to background checks, credit report, legal actions search and review of past tax filings.

**Non – Discrimination Policy**

PR&F 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 PR&F and their agents shall not discriminate on the basis of race, color, religion, sex, age, physical handicap, national origin, or sexual orientation, nor shall 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 PR&F based on the foregoing.

Minority/Women's Business Enterprise Obligation: the agency or individual agrees 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. The agency or individual 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.

**Rights**

PR&F reserves the right to reject any or all responses in whole or part with or without cause; to negotiate for modification of any responses; to advertise for new responses; to waive minor irregularities and formalities; or to proceed to to have services performed otherwise. PR&F also reserves the right to establish a "cure" period, in the event that all qualified respondents have not submitted the required information, for the purpose of obtaining complete responses. The submission of any response **shall not** in any way commit PR&F to enter into a contract with that respondent or any other respondent. This list of the PR&F's rights is not all-inclusive.
The PR&F will also appoint a staff person to monitor the contract on a regular basis.

**Property of the PR&F**

The response shall become the property of PR&F upon receipt by PR&F. PR&F shall have the right to use or dispose in any way selected by PR&F without payment or liability of any kind.

**Not a Contract**

This RFP is not to be construed as a contract or a commitment of any kind; nor does it commit the PR&F to pay for any costs incurred by the respondent in the submission or any costs incurred prior to the execution of a formal contract with PR&F.

**Questions; Pre-Proposal Meeting and Tour**

If the Respondent finds a discrepancy in, or omission from this document or any of its exhibits, has any doubts as to their true meaning, or requires any additional information to prepare the response, he/she shall notify Gary Bess, Director, Parks, Recreation & Forestry, 5600 Clayton Avenue, St. Louis, Mo. 63110 in writing prior to **April 26. 2013**. All written responses will be shared with all registered applicants. PR&F will not be responsible for any oral instructions given with regard to the completion and submission of the response.

A pre-bid tour of the facility can be arranged. If any prospective bidder desires such a tour, please submit your written request to Mr. Gary Bess, Director, Department of Parks, Recreation and Forestry no later than **April 29, 2013**.

**Selection of Concessionaire**

The selection of the concessionaire will be made by a five (5) member committee comprised of two members from the Parks, Recreation & Forestry staff, one member appointed by the Mayor's Office, one member from the Comptroller's Office and one member from the Office of the President of the Board of Aldermen. The Selection Committee in its sole judgement and in the best interest of PR&F will select the response best qualified to perform the services herein. The respondent may only contact the PRF Director, Gary Bess, for any questions. If the respondent contacts any member of the Selection Committee, such contact may render the process invalid or eliminate the respondent from the selection process.

**Licenses**

The successful applicant must obtain and maintain a valid business license with the City of St. Louis, which is valid at the time of contract execution. All necessary Health Department permits must be secured by the time of the contract execution.

**Performance Bond**

The successful applicant shall execute and file in the office of the City Register within thirty days after their proposal is accepted, a performance bond to PR&F in the sum of 25% of the estimated annual payment, but not less than $1,000 with good and sufficient sureties and qualifications to be approved by the Comptroller conditioned as set forth in the agreement, and further conditioned that all rent be paid in a timely fashion and the premises will at all times be kept in a neat, clean, sanitary and orderly condition to the satisfaction of the Director of Parks, Recreation & Forestry. Bond must be renewed annually.

**Due Date of Response**

Written sealed responses will be received until the hour of 5:00 PM., local time, on **Wednesday, May 15, 2013**. All responses shall be addressed and delivered to:

Mr. Gary Bess, Director
Parks, Recreation & Forestry
5600 Clayton in Forest Park
St. Louis, MO 63110

Seven (7) copies of the response (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.

Exhibits

A - Site and building plan

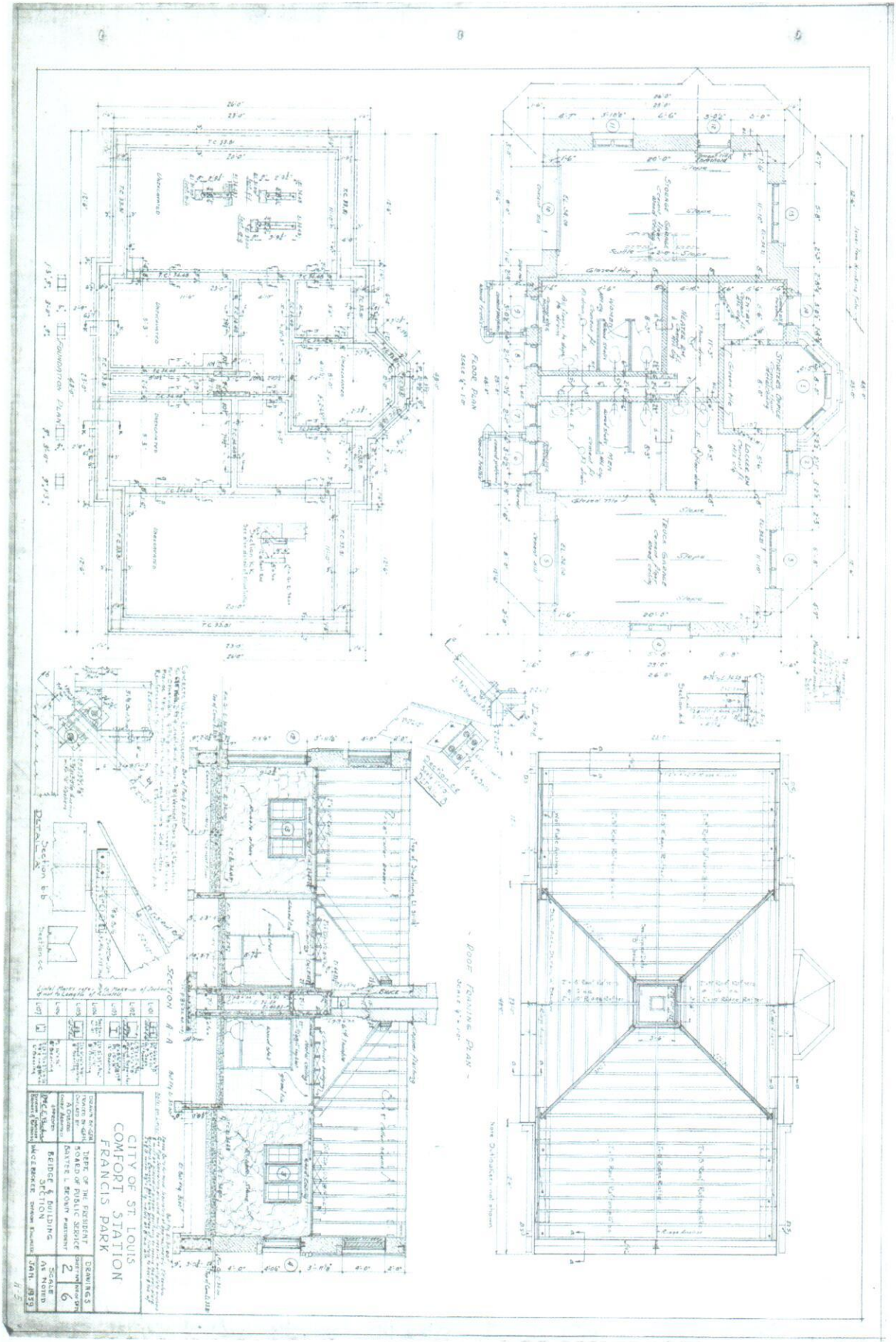
CITY OF ST. LOUIS
COMFORT STATION
FRANCIS PARK
DEPT. OF THE PRESIDENT
BOARD OF PUBLIC SERVICE
BRIDGE & BUILDING SECTION
DRAWINGS
SCALE AS NOTED
JAN. 1959
FLOOR PLAN
ROOF FRAMING PLAN
SECTION A-A
FOUNDATION PLAN

**EXHIBIT A**