

RFP
Request for Proposals/Qualifications

Private Operator of the
Lyle House in Carondelet Park, City of St. Louis, Missouri

Introduction

The City of St. Louis Department of Parks, Recreation & Forestry (PR&F) invites all qualified organizations or person(s) to submit seven copies of their statement of qualifications and their proposal to enter into a contract with a concession at the Lyle House in Carondelet Park. The term of the contract would be for a five (5) year period.

Background

PR&F is seeking an organization or person(s) to operate the Lyle House as a concessionaire for Carondelet Park visitors to enjoy this amenity in the park with all proposals to be reviewed by the RFP committee. The Lyle House (Mansion) was constructed in 1842 by Alexander Lacey Lyle and the eight room frame house was home to the Lyle family. It was extensively renovated in 1941 and is not currently utilized by the City of St. Louis Parks Division. In 1967, the house became the new recreation building for older residents in the Carondelet Park neighborhood. It is the oldest frame house still in existence within the City limits. The property became a City Landmark in 1971 and it is the oldest frame house still in existence within the City limits.

Objectives

PR&F envisions a concessionaire managing and renting the facility for visitors to Carondelet Park. The facility would be used for at least six (6) months of the year or possibly year round.

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

Operating Hours

Specific hours of operation may be decided by the concessionaire subject to PR&F approval.

Operating Agreement

PR&F intends to enter into a contract whereby the concessionaire would operate the facility as a rental venue with possible catering and pay PR&F a monthly rental fee subject to the following parameters.

The concession fee will be no less than \$1,000.00 per month but will be negotiated by the City and the concessionaire.

Operating Costs

The concessionaire will be responsible for all building operating costs and accept the facility in its “as is” condition. PRF will review any and all proposed facility improvements by the organization or person(s) submitting a proposal.

Operating costs are envisioned to include but not be limited to utilities, cleaning, painting, routine repairs and maintenance, trash removal, maintenance and supplies used as necessary for the restrooms, but not limited to toilet paper, soap and hand towels.

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 will be expected to provide:

Tables, chairs and other basic related amenities

Promotional signage

Any electrical, plumbing or 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 contract term. Maintenance and replacement will be the responsibility of the concessionaire.

Other requirements of the concessionaire will include the following:

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

Manage and promote rental opportunities for the facility.

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.

Employ and maintain sufficient staff to properly and adequately serve the public at all times.

Keep the entire property free of litter, trash and debris at all times. Litter, trash, debris and refuse shall be stored in suitable containers until collected. Concessionaire is responsible for the disposal of all trash, debris and refuse.

Shall require that its employees wear uniform work clothing with operator'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

Shall not install any vending machines, music boxes, mechanical games, radios, televisions, picture machines, video games or other similar equipment or any advertising matter anywhere in the building without the prior written consent of the Director

Concessionaire shall not discriminate in any manner in providing the services herein contemplated, in admissions to the facility or in any of its operations against qualified individuals with disabilities or against any person on the basis of race, color, age, sex, sexual orientation, religion, national origin, or sex. Concessionaire shall comply with all applicable provisions of any City Executive Order or ordinance relating to MBE/WBE participation and related matters.

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 for the facility and renting it for events.

Proposed minimum revenue thresholds and revenue targets for first year of operation.

Proposed base rent, which in no event shall be less than \$1,000.00 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 commence operations at the facility.

Selection Criteria

The criteria for selection of the potential successful concessionaire 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 facility operations and rental

Proposed timeframe for beginning operation

References

Background Check

PR&F reserves the right to perform due diligence on organizations or a person(s) submitting a proposal, 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. Respondents must complete the Minority and Women's Business Enterprise form (**Exhibit A**). 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.

Unauthorized Alien Employees

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

Americans With Disabilities Act (ADA)

In connection with the furnishing of goods and services under any contract resulting from this RFP, the concessionaire shall comply with all applicable requirements and provisions of the American With Disabilities Act (ADA).

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 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 Kim Haegele, Commissioner of Parks, 5600 Clayton Avenue, St. Louis, Mo. 63110 in writing prior to **March 11, 2019**. 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 tour of the facility can be arranged. If any prospective organization or person(s) requests such a tour, please submit your written request to **Ms. Kim Haegele, Commissioner of Parks, 289-5340, no later than February 19, 2019**.

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 judgment and in the best interest of PR&F will select the response best qualified to perform the services herein.

The respondent may only contact Kim Haegele, Commissioner of Parks, Kim Haegele 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.

Assignment or Transfer of Contract

The contract shall not be assignable or transferable by the Concessionaire, nor shall any service be performed by a subcontractor for the Concessionaire without consent, in writing, of the Director of Parks, Recreation and Forestry. Any subcontractor(s) and its role in providing services shall be identified in the proposal.

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.

Insurance

Concessionaire shall at its sole cost, procure and maintain on file with the City's Comptroller, insurance for the life of the contract. The City of St. Louis shall be named as an additional insured. The Concessionaire shall carry at least the following minimal coverage:

- A. Worker's Compensation Insurance in the statutory amount as required by the State of Missouri;
- B. General Liability Insurance:
 - (1) Bodily injury, with limits of not less than \$1,000,000 each occurrence;
 - (2) Property damage, with limits of not less than \$1,000,000 each occurrence;
 - (3) Fire Insurance
 - (3) Personal property insurance on personal property, furnishings and equipment owned by the Concessionaire or by the City and used in concession operations; actual replacement cost

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 \$3,000 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 Proposal

Written sealed proposals will be received until the hour of 5:00 PM., local time, on **Friday, March 22, 2019**. All responses shall be addressed and delivered to:

**Ms. Kim Haegele
Commissioner of Parks
Parks, Recreation & Forestry
5600 Clayton in Forest Park
St. Louis, MO 63110**

Seven (7) copies of the proposal (an original and six copies) must be submitted. Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **PROPOSAL FOR CONCESSIONAIRE OF THE LYLE HOUSE – CARDONDELET PARK**. Proposals submitted via e-mail or facsimile will not be accepted. Responses received after the due date and time or not at the designated office, will not be considered.

Indemnification

The Concessionaire shall release, indemnify, and hold the City and its various employees, representatives and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this RFP, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

Exhibit A

**CITY OF ST. LOUIS
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE) UTILIZATION PLAN
CONTRACTING AGENCY:
PROJECT NAME:
NAME OF PRIME CONSULTANT:**

PROJECT GOAL: _____% MBE; _____% WBE

The prime consultant shall utilize and require all subconsultants to utilize the maximum number of certified minority and women-owned business enterprises possible and will purchase materials and supplies from minority and women-owned business enterprises to the maximum extent feasible, and to this end, the prime consultant will inform each subconsultant of this requirement, The prime consultant shall utilize the services and/or supplies to be provided by the following certified minority and women-owned business enterprises in the execution of this contract.

FIRM NAME ADDRESS PHONE NUMBER CONTACT PERSON	CERTIFYING AGENCY CERTIFICATION DATE CATEGORY CERTIFICATION NO.	WORK TO BE PERFORMED	M/WBE PERCENT

Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this
____ day of _____, 20__.

Notary Public _____

My Commission Expires: