



REQUEST FOR PROPOSAL

**Steinberg Memorial Skating Rink and
Aviation Field Concessions Operator**

Request for Proposal Steinberg Memorial Skating Rink and Aviation Field Concessions Operator In Forest Park

1.0. INFORMATION FOR RESPONDENTS.

1.1. Purpose and Intent.

This Request for Proposal (“RFP”) for a Concessions Operator for Steinberg Memorial Skating Rink and Aviation Field Concessions is issued on behalf of The City of St. Louis, Missouri (the “City”).

The purpose of this RFP is to solicit sealed proposals for the purpose of hiring a qualified person or firm to operate the Steinberg Memorial Skating Rink and Aviation Field Concessions in Forest Park (the “Facilities”). The term of the concession contact would be for two (2) years, with an option to renew and renegotiate terms for up to an additional three (3) years.

The intent of this RFP is to award a contract to the respondent whose proposal, conforming to this RFP, is most advantageous to the City. The City reserves the right to award the contract(s) resulting from this RFP to one or more respondents, as required and appropriate to meet the needs of the City.

1.2. Background.

The 1995 Forest Park Master Plan called for the renovation of Steinberg Memorial Skating Rink and Aviation Field in order to provide increased services for the park visitors. The Steinberg Memorial Skating Rink underwent a \$1.4M renovation completed in October of 2001. A \$2.2M Phase I renovation for Aviation Field was completed in 2003. Phase II will be dependent on when funding becomes available. Phase II includes landscaping, additional parking, etc.

The operator will pay a base minimum annual rent to the City of \$22,500 and also pay to the City a percentage (%) of their gross revenue profit for both venues. The percentage of gross profit may be adjusted on a sliding scale for profit sharing to be negotiated with the successful applicant after the initial term of the contract.

Therefore, the City is requesting proposals from qualified and experienced operators.

1.3. RFP Timeline.

1.3.1. Question and Answer Period.

It is the policy of the City to accept questions and inquiries regarding this RFP only via U.S. mail. Written questions shall be mailed to the attention of the following individual:

Mr. Gary Bess
Director of Parks, Recreation & Forestry
5600 Clayton in Forest Park
St. Louis, Missouri 63110
Tel: 314-289-5371

Questions must be received no later than July 23, 2012. The City will maintain a list of all entities requesting copies of the RFP and shall ensure that copies of all questions and responses hereto shall be made available to each entity on such list. Contact with committee members other than Gary Bess is strictly prohibited.

Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates. The City will respond in writing to each contact and/or question. Short *procedural* inquiries may be accepted by telephone by the City; however, oral explanations or instructions given over the telephone shall not be binding upon the City. Other than short procedural inquiries made by telephone, respondents shall **not** contact the City directly, in person, by telephone, facsimile, or by e-mail, concerning this RFP.

After the submission of proposals, unless requested by the City, contact with the City is limited to status inquiries only and such inquiries are only to be directed to the above-named individual. Any further contact or information about the proposal to the City or any other City official connected with this RFP will be considered an impermissible supplementation of the respondent's proposal.

1.3.2. Submission of Proposal.

In order to be considered by the Selection Committee, a respondent's proposal must be received by the City at the appropriate location by the required time. Proposals received after this deadline will not be accepted. **THE DATE, TIME AND LOCATION ARE:**

<u>Date:</u>	MONDAY, AUGUST 6, 2012
<u>Time:</u>	4:00 P.M., CENTRAL STANDARD TIME
<u>Location:</u>	DEPARTMENT OF PARKS, RECREATION & FORESTRY 5600 CLAYTON IN FOREST PARK ST LOUIS, MO 63110

Proposals must be labeled on the outside of the package to clearly indicate that they are in response to the **PROPOSAL FOR STEINBERG AND AVIATION FIELD**. Proposals submitted via e-mail or facsimile will not be accepted.

Each respondent must submit **one (1) sealed, complete, ORIGINAL proposal**. Each respondent must also submit **seven (7) sealed, full, complete and exact copies** of the original. It is suggested that the respondent make and retain a copy of its proposal.

Proposals provided in any other manner are not valid and will not be considered. Proposals may be mailed or delivered personally but must be received by the point of contact listed in this Section of this RFP by the deadline listed in this Section. Proposals received late will be returned unopened. Respondents shall assume full responsibility for timely delivery of proposals at the designated location.

1.4 Representations of Respondents

In submitting a proposal, each respondent represents that:

- 1) he or she has read and understands the RFP and that the proposal is submitted in accordance therewith;
- 2) the proposal has been prepared independently without collusion with any other person or firm for the purpose of restricting competition;
- 3) he or she has not employed or retained, paid or agreed to pay any fee, commission or percentage to any person or firm (other than a full time employee working solely for the respondent) to solicit or secure this contract.

2.0. **SCOPE OF WORK.**

2.1 Background.

The City is interested in receiving sealed proposals for the purpose of awarding a contract to a firm or organization to provide for the operation of the Steinberg Memorial Skating Rink and the concessions at the Aviation Field.

2.2. Scope of Services

The City will provide at the Rink: (all square footage is approximate)

- 27,000 sq. ft. skating rink
- 11,447 sq. ft. Concession building with a kitchen, snack area, storage area, lockers, office, and restroom facilities.
- 1020 sq. ft. kitchen with: 2 gas fryers, gas counter model charbroiler on a stand, 16X 30 spacer table, gas 24” restaurant range, double stack built in pizza oven, a salamander, which is attached to the range, reach-in refrigerator, reach-in freezer, walk-in refrigerator, built-in, reach-in refrigerator, chest freezer, three compartment sink &

stainless countertop work area, two compartment sink, 18x48x54 shelf unit, draft beer cooler, nacho cheese warmer, 2 electric countertop food warmers, sandwich top refrigerated counter, and work table.

- 25,000 sq. ft. patio/special events area
- Paved parking lot with 147 spaces that is open to all park visitors
- 4 bike racks
- sound system
- 630 pairs of ice-skates
- A Zamboni machine and its maintenance
- Refrigeration specialist staff
- Major capital maintenance of the building including alarm system, HVAC, etc. – greater than \$1,000 per item. This also applies to Aviation Field.
- Gas, electricity and alarm system
- Two safes
- Any item required to operate the facility not provided by the City will be provided by the Operator

The Operator shall:

- Provide all serving pieces necessary to operate the concession area, to be approved by PRF
- Provide telephone and answering machine
- Provide skate repair and replacement plus an inventory and condition tracking system
- Provide skate sharpening
- Provide mats, which must be removed at the end of the ice skating season
- Provide for the repair of the mats when necessary
- 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.
- Provide for maintenance/watering of the landscaped areas within the concession boundaries
- Provide for trash removal and grease disposal. No trash/grease should be outside approved containers. Trash must not become unsightly.
- Provide insurance – Worker’s Compensation (in the amount required by the Statutes of Missouri); Comprehensive General Liability – Bodily Injury and Property Damage \$1M each occurrence - \$2M general aggregate; and Comprehensive Automobile Liability - \$1M combined single limit. This would also include the Aviation Field facility. City of St. Louis shall be listed as an additional insured. Insurance afforded by the concessionaire shall be non-contributory and primary insurance. The foregoing insurance amounts are a minimum to be provided by operator and are subject to increase during the life of the contract.
Provide a risk management and safety program/plan to be approved by PRF
- Repair/Replace any items damaged by the operator regardless of price
- Maintain facilities in a clean, sanitary manner and properly stocked

- Repair/replace any items damaged by the operator regardless of price
- Provide at a minimum monthly financials including gross revenues and expenditures and programmatic reports
- Provide an annual independent audit in accordance with Comptroller's Office standards

The City will provide at Aviation Field:

- A 625 sq. ft concession building (125 sq. ft. kitchen, 125 sq. ft. storage areas and restrooms), including all utilities and major capital repairs.

The Operator at the Field shall:

- Provide all serving pieces necessary to operate the concession building
- Maintain an "A" rating from the Health Division 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 Division.
- Provide for trash removal and grease disposal. No trash/grease shall be outside approved containers. Trash must not become unsightly.
- Provide insurance – as outlined in the Skating Rink Operator's responsibilities
- Repair/replace any items damaged by the operator regardless of price
- Maintain the facility in clean, sanitary manner and properly stocked.
- Provide at a minimum monthly financials including gross revenues and expenditures and programmatic reports.
- Provide an annual independent audit in accordance with Comptroller's Office standards

2.4. Signage

The operator is responsible for signage and must obtain prior written approval of Director of PRF prior to placement.

2.5. Permits

The Operator will be required to obtain all required permits of the City of St. Louis for all special events.

3.0. INVESTIGATION OF CONDITIONS AND ARCHITECTURAL CHANGES

3.1 Applicants are directed to inspect the site and investigate all conditions involved in the services to be performed carefully. The rink concession area and Aviation Field concession area are accepted in AS IS Condition. No architectural changes are permitted to the buildings or concession areas. Operator is responsible for electrical, plumbing and any other alterations to the Aviation Field Concession Building to accommodate operations. All such alterations must be pre-approved by Director. Operator will not be allowed compensation for any conditions on which he/she has failed to inform him/herself.

A walk-through of the rink and Aviation Field is scheduled for Wednesday, July 18, 2012, at 10:00 A.M.

The submission of a proposal will be construed by the City to mean that the interested party has made such examination and investigations and agrees to fulfill the requirements of the contract in full accordance with the contract and that he/she is entirely familiar with and thoroughly understands all such requirements.

The City makes no warranties or guarantees about the condition of the facilities.

4.0 QUALIFICATIONS AND PROPOSAL

4.1 The successful applicant shall be qualified to provide professional management, operations and marketing services for the Rink and Aviation Field concession stand; have the financial capacity, experience, and ability to perform said services. In the latter regard, submit with your proposal, financial statements including net worth for the past one (1) year and resumes of your proposed management/operating staff.

The proposal should contain the following:

- A. Detailed information regarding the prior experience of the applicant in the operation of a skating rink or similar recreation facility. A minimum of one year of experience of a similar sized facility is desired.
- B. Detailed information regarding prior experience in the operation of food and beverage concession areas, including information on menu selection, pricing, proposed hours of operation, numbers of patron served/size of restaurant/seating capacity, including years of experience. A minimum of one year of experience is required.
- C. Detailed information on prior experience on providing live entertainment, special events, etc., including years of experience.
- D. Detailed information of the applicant's business plan for the operation of the facility, including operating seasons/hours, menu selection and pricing, catering/special event menus, pricing and Skating Rink facility rental rates. **The Rink must be open seven days a week for a minimum of six hours a day during the ice skating season -including Thanksgiving, Christmas, New Year's Eve and New Year's Day** unless approved in writing by the Director of PRF. Applicants must also submit a proposed schedule of rates to be charge for admission and skate rental. Detailed marketing plan for the facility.
- E. Detailed information regarding the maintenance of the leased areas.

- F. Proposed annual rent payment to the City, which shall in not be less than \$22,500
- G. Proposed percentage of gross revenue profit annual payment to the City.
- H. Information regarding the recruitment, training, experience and availability of staff. Include resumes for the applicant, rink manager (if known) and food and beverage manager (if known).
- I. List of references and state any other names the company or major stockholder or owner may have conducted business in the past five years. If incorporated, please identify the state you are incorporated under. State if you have filed bankruptcy or have any pending litigation against you or have had any litigation filed against you within the past three years.

In addition to addressing items A through I above, the Selection Committee requires that the following be included as part of the respondent's submitted proposal:

1. Completed Minority and Women's Business Enterprise form (Appendix 1)
2. Completion of Unauthorized Alien Employees Affidavit (Appendix 2)
3. Statement of the company's ability to meet all requirements of the Americans with Disability Act (ADA)
4. Statement of the company's ability to meet all Living Wage Ordinance (Ordinance 65597) requirements.
5. Statement of the company's ability to meet all audit requirements.
6. Statement of the company's ability to meet all non-discrimination requirements.

The proposed menu, price list, and rate schedule will be binding upon the successful applicant. Any changes in menu, price list, or rate schedule must be requested in writing by the contractor and approved in writing by the Director of Parks, Recreation & Forestry.

Prices charged are to be commensurate with those charged for similar items by other concession operators in the area.

Each proposal must be accompanied by a lending institution's letter of credit of a minimum of \$50,000.00.

5.0 SELECTION CRITERIA

5.1. Proposal Selection Committee.

The evaluation of proposals will be performed by a Selection Committee composed of representatives of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office,

and the Department of Parks, Recreation and Forestry. The guidelines for the selection process are in accordance with Ordinance No. 64102 and the Regulations established by the Board of Public Service.

5.2. Selection Criteria.

The following statements should be addressed in full in preparing any response to the RFP. Each statement should be restated in bold with a detailed response immediately following, unless inclusion in an appendix is more practical. .

The Selection Committee will review proposals using the following criteria as a guide to determine which, if any, proposals are the most advantageous to the City's needs and which respondent is most qualified to provide the requested services:

- A. Years of experience in operating a skating rink facility or similar recreational facility.
- B. The qualifications and experience of the firm and its personnel to perform the requested services, as requested in this RFP.
- C. Specialized experience in food services.
- D. Specialized experience in providing live entertainment, special events, etc.
- E. Quality of Business Plan.
- F. Quality of Marketing Plan.
- G. Quality of Facility Maintenance Plan and risk Management/Safety Program.
- H. Value of proposed rent to the City
- I. Value of proposed percentage of gross revenue to the City.
- J. The experience and ability to immediately staff and operate the rink by October 1, 2012.
- K. Value of reference information.
- L. Proximity of company to City.
- M. The firm's level of Minority and Women's Business Enterprise (MBE/WBE) participation. The City of St. Louis is fully committed to involving M/WBE firms in meaningful roles on all consultant contracts. To that end, the City, acting through its Disadvantaged Business Enterprise (DBE) Program Office, has established a goal of 25% MBE and 5% WBE participation in connection with the

contract resulting from this RFP. A copy of the City's Directory of Certified M/WBE's is available on the DBE Office website: www.mwdbe.org or by contacting the DBE Office at 314-551-5000. A M/WBE Utilization Plan form is attached to this RFP (Appendix 1).

N. The ability of company to meet statutory or ordinance requirements.

In addition to addressing items A. through N., above, the Selection Committee requires that the following be included as part of the respondent's submitted proposal:

- O. Completed Minority and Women's Business Enterprise form (Appendix 1).
- P. Completed Unauthorized Alien Employees Affidavit (Appendix 2)
- Q. Statement of the firm's ability to meet all requirements of the Americans with Disability Act (ADA).
- R. Statement of the firm's ability to meet all Living Wage Ordinance (Ordinance 65597) requirements.
- S. Statement of the firm's ability to meet all audit requirements.
- T. Statement of the firm's ability to meet all non-discrimination requirements.

5.3 Rights

The Selection Committee reserves the right to interview, or call for a presentation from, any respondent submitting a response, as well as form additional evaluation criteria for the presentations. The Selection Committee also reserves the right to discuss the proposals with any or all respondents. Nothing in this RFP is intended to be, nor should anything herein be construed as, an offer of engagement. A selection or designation of a successful respondent shall not be construed as an offer of engagement until and unless a contract is fully negotiated. For the contract to take effect, all applicable parties with the authority to bind the respective entity must sign the agreement.

The Selection Committee reserves the right to: 1) reject any and/or all proposals with or without cause, 2) request additional information from respondents as the City may deem necessary, 3) waive any and/or all non-material irregularities pertaining to this selection and/or the submission of responses, 4) disqualify any and/or all firms or respondents and reject any and/or all proposals for failure to comply with this RFP or to promptly provide additional requested materials or information, and 5) cancel this RFP.

After the selection of a respondent to provide operation of the Steinberg Memorial Skating Rink and the concessions at Aviation Field, the City and such respondent will endeavor to finalize a contract. If a mutually satisfactory contract is not arrived at within a reasonable period as determined by the City, in its sole discretion, the City reserves the right to terminate the selection

process with that respondent and proceed to contract discussions with another respondent, or terminate the process altogether. This list of the City's rights is not all-inclusive.

The PRF will also appoint a monitor to monitor the contract on a regular basis.

The PRF would require the use of the rink for approximately 15 special events free of charge annually.

6.0 **ADDITIONAL INFORMATION.**

6.1. Amended Proposals.

A respondent may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate or assemble proposal materials.

6.2. Right to Withdraw Proposal.

Respondents will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The respondent must submit a written withdrawal request signed by the respondent's duly authorized representative(s) addressed to the City.

6.3 Revisions to Proposal

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

There are no designated dates for release of addenda. Therefore, interested respondents should check the City website on a daily basis from time of RFP issuance through RFP deadline date. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this RFP.

6.4 Respondent Responsibility.

The respondent assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a respondent's failure to be knowledgeable of all the requirements of this RFP. By submitting a proposal in response to this RFP, the respondent represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

6.5 Cost Liability.

Any cost incurred by the respondent in preparation, transmittal, or presentation of any proposal or material submitted in response to this RFP, including oral presentation and demonstration if required, shall be borne solely by the respondent.

6.6 Audits

The City of St. Louis and the City's auditors and accountants shall be afforded access during the term of any contract adopted pursuant to this RFP, and for five (5) years following termination, to all of the firm's books and records without limitation whatsoever for the purpose of conducting audits. All books and records shall be open to inspection and/or reproduction to the extent necessary to adequately permit evaluation and verification of the firm's full compliance with contract documents. In those situations where the firm's records have been generated from computerized data or records, in addition to hard copy (reports), contractor shall provide such information on disk or in a suitable alternative electronic format.

6.7. Contents of Proposals.

All materials submitted in accordance with this RFP will become and remain the property of the City and will not be returned.

All Proposals shall be considered public records, but may be deemed and treated as "closed" or "exempt" by the City, at the sole discretion of the City, pursuant to the City's understanding and interpretation of the laws of the State of Missouri. All Proposal material may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, Proposals and communications exchanged in response to this RFP should be assumed to be subject to public disclosure.

6.8. No Obligation.

This RFP in no manner obligates the City to the eventual purchase of services offered until confirmed by a fully executed written contract properly approved by the City. Progress toward this end is solely at the discretion of the City and may be terminated at any time prior to obtaining a fully executed written contract.

6.9. Termination.

This RFP may be canceled at any time and any and all proposals may be rejected, in whole or in part, when the City determines it is in its best interest.

6.10. Governing Law.

This RFP, and any contract with a respondent that may result, shall be governed by the laws of the State of Missouri.

6.11 Nondiscrimination.

In connection with the contract resulting from this RFP, the firm agrees that in performing any services resulting from this RFP, neither the firm nor anyone under the firm's control will permit

discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin.

6.12 Living Wage & Minority Participation

The selected contractor will be expected to comply with the City's Living Wage Ordinance No. 65597, and all respondents are encouraged to review this ordinance prior to making their submissions. The City is actively seeking participation by MBE and WBE firms and encourages those firms to submit proposals. The selected contractor shall make a good faith effort to maximize utilization of women and minority-owned businesses (W/MBE) in all of its activities under the resulting contract and shall comply with the Mayor's Executive Order No. 28, as or any subsequent order, ordinances, or any City Rules and/or Regulations with respect to W/MBE participation.

6.13 Americans with Disabilities Act (ADA).

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

6.14 Unauthorized Alien Employees.

As a condition for the award of the resulting contract, the selected contractor, shall, pursuant to the provisions of Sections 285.525 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 the resulting contract. The selected 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 the resulting contract pursuant to the above-stated Statutes.

6.15 Subject to Appropriation.

Any contract that results from this RFP is subject to annual appropriation by the City. Any contract that results from this RFP is voidable at any time by the City if appropriation by the City for the services under the contract or agreement is not made.

6.16. Indemnification.

Each respondent, in seeking, receiving or possessing this RFP and/or in submitting a response, does release, indemnify, and hold the City and its various employees, representative 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.

7.0 LICENSES AND PERMITS

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. The applicant must also have a State and City Liquor License for beer and wine only. No hard liquor will be served. All necessary Health Department permits must be secured by the time of contract execution.

8.0 PERFORMANCE BOND

The successful applicant shall execute and file in the office of the City Register within thirty days after their bid is accepted a performance bond to the City in the sum of \$15,000 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 on 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.

**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

 PRIME CONSULTANT AUTHORIZED SIGNATURE

 DATE

